

**ARTICLE 20
DEPARTMENTAL RULES**

I. APPLIANCE SERVICE DEPARTMENTAL RULES

1. A Training Committee consisting of two (2) Union representatives and two (2) Company representatives will develop, modify and recommend all training activities. The training will consist of on-the-job training, formal classroom instruction and appropriate supplemental training. Classroom instruction and supplemental training will be completed through the Appliance Service Department.
2. Training Program.
 - (a) Training will be administered by the Appliance Service Department.
 - (b) Skills and knowledge will be required in all areas of work performed by the department, including installation and repair of major residential electric and gas appliances, air conditioning/refrigeration and heating equipment, as well as customer-owned piping.
 - (c) Training Program will consist of up to three (3) years broken into six (6) six (6) month steps of training and progression. Employees entering the training program must complete all training required to be qualified for the Service Specialist classification. With approval of the Training Committee, employee can be moved up to two (2) six (6) month steps. Upon completion of the Training Program, the employee shall be moved to the Service Specialist classification. If the employee fails to complete the training program within the three (3) year period, the employee will be given forty-five (45) calendar days to obtain another position within the Company. If the employee fails to obtain another job within the forty-five (45) calendar day period of release from the training program, employment will be terminated.
 - (d) Service Specialists who are required to acquire training because of identified knowledge and/or skill deficiencies will be required to complete the appropriate training. Within sixty (60) calendar days of completion of the knowledge/skills assessment, the Training Committee will establish individual training plans that are to be completed within two (2) years. If employee fails to pass any required units, they will be given one (1) additional opportunity (at employee's expense) to complete that unit. If employee fails to complete any unit within sixty (60) calendar days of notification of failure, they will be removed from the Training Program and be given forty-five (45) calendar days to obtain another position within the Company. If employee fails to obtain another job within forty-five (45) calendar days of release from the Training Program, employment will be terminated.

- (e) Applicable Mechanical Licenses. When Service Specialists-in-Training, Service Specialists or Senior Service Specialists complete training, they will be required to obtain any appropriate licenses within sixty (60) calendar days of completion of the training. The initial fee will be paid by the Company; however, subsequent attempts to obtain any license after initial failure will be at the employee's expense.
 - (f) The specific training and testing will be administered by the Training Committee.
3. Job classifications.
- (a) Helper. Designed for entry level employee who has trade school or limited experience in either gas or electric appliance repair or appliance parts. Eligible to enter training program subject to review by the Training Committee.
 - (b) Service Specialist-in-Training. Possess knowledge and experience in appliance service operations normally gained through Helper classification. A Service Specialist-in-Training is an employee selected and classified as such for a training period of up to three (3) years, and shall be classified as a Service Specialist upon completion of the Training Program. Service Specialists-in-Training will receive their training and instruction primarily from Service Specialists and through the Training Committee.
 - (c) Service Specialist. Possess service knowledge and ability in gas, electric and air conditioning/refrigeration diagnosis and repair. Must hold all applicable licenses.
 - (d) Senior Service Specialist. Possess extensive service knowledge and ability in gas, electric and air conditioning/refrigeration installation, diagnosis and repair, as well as hold all applicable licenses. Ability to resolve difficult problems in all areas. When deemed appropriate by Management, may be required to oversee work of other Service Specialists, Specialists-in-Training and/or Helpers; make daily work assignments in support of or in absence of Management (including after-hours callouts).
4. When it becomes necessary to fill a shift or schedule, it will be filled by normal procedures, i.e., voluntary, then reverse order of seniority, from qualified employees.

SPECIAL RULES

1. In accordance with present practice, the basic workweek of the Appliance Service Department may be Monday through Friday, Tuesday through Saturday or Wednesday through Sunday.

2. Employees of the Appliance Service Department may be required to report to their first job assignment of the day directly from their residences. It is agreed that the Company will provide this transportation, and the reporting time shall not exceed thirty (30) minutes travel time from the employees' residences.
3. Employees of the Appliance Service Department may be required to go directly to their residence from their last job assignment of the day, travel time is not to exceed sixty (60) minutes.
4. The Company may establish a permanent headquarters for the Appliance Service Department. Employees may be required to report at their designated starting time to the permanent headquarters.

NOTE: The travel time referred to in Special Rules 2, 3 and 4 above will not be considered as time worked. Any travel time in excess of the aforementioned times will be considered as time worked.

5. Part-time Employees.
 - (a) A part-time employee is one who is hired to fill a position which normally requires less than thirty (30) hours per week to perform. The working schedule of a part-time employee is normally less than thirty (30) hours per week. Such employee shall not be hired for the purpose of replacing or reducing current full-time employees. A part-time employee is not eligible for group medical insurance (including dependents), dental and vision insurance, group life insurance, sick leave, holiday pay, death or disability allowances or compensatory leave.
 - (b) The ratio of part-time employees shall not exceed one (1) part-time employee for every four (4) regular full-time employees. A part-time employee shall be classified as a Service Specialist or Helper, and will be required to comply with Article 2, Section 4 of the Agreement between the parties.
6. The Company will supply uniforms, as well as two (2) jackets and one (1) hat. The uniforms will have the employee's name and Company logo on each uniform, and will be a color selected by the Company. Employees will have the option of uniform type (coveralls or long sleeve shirt and pants) and the Company will provide clean uniforms each week. Employees will be required to wear the uniforms while on duty.
7. The Company agrees to not contract out a greater number of work orders than are being assigned to Appliance Service Department employees.
8. The Company and Union agree that these exceptions to the Agreement between parties in the Appliance Service Department are made because of the extenuating circumstances surrounding said Department and are not to be considered a precedent by either party.

II. CONSTRUCTION DEPARTMENTAL RULES

APPRENTICE CLASSIFIED MECHANIC

1. An Apprentice Classified Mechanic is an employee selected as such for an Apprentice training period of four (4) years.
2. Upon completion of the training required in Section 1, an Apprentice Classified Mechanic shall be classified as a Classified Mechanic.
3. The ratio of Apprentice Classified Mechanics to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeyman shall include employees in the aggregate job classifications of Classified Mechanic and Working Foreman.
4. Apprentice Classified Mechanics shall be under the direction of and receive their training and instruction primarily from Supervisors, Working Foremen and Classified Mechanics.

SPECIAL RULES

1. When a Working Foreman has been assigned to direct a particular crew, and is absent from the crew a total of two (2) hours or longer in any workday, the senior qualified employee on that crew shall receive Working Foreman rate for the two (2) hours or longer period so worked.
2. When a crew consisting of three (3) or more employees including at least one (1) Journeyman (Classified Mechanic), is assigned to perform a job or jobs, the senior Journeyman will receive a differential in pay of one dollar (\$1) per hour effective June 1, 2009, one dollar and four cents (\$1.04) per hour effective June 1, 2010, and one dollar and eight cents (\$1.08) per hour effective June 1, 2011, for the two (2) hours or longer period so worked.
3. The Company may establish job site headquarters at any location in the Company's service territory to serve as the base of operations for maintenance and construction work near that location. Normal construction facilities will be provided. Employees shall report to the job site headquarters when determined by the Company under the following conditions:
 - (a) Whenever job site headquarters are located within a seven and one-half (7-1/2) mile straight line distance from the Company's main Headquarters Office Building (15th and Welton), regular employees assigned to report to the job site headquarters shall be paid one-half (1/2) hour travel pay at the appropriate overtime rate of pay for each day worked at that job site headquarters for a period not to exceed fourteen (14) calendar days. When job site headquarters assignments are for a continuous period in excess of

seventy (70) calendar days, employees assigned to report to job site headquarters at that location shall again receive the travel pay as noted above. If the assignment continues each employee shall receive the travel pay after each subsequent seventy (70) calendar day period. The continuous period of assignment will not be broken by any authorized leave taken by the employee such as sick leave, vacation, paid or unpaid excused absence, etc.

- (b) Whenever job site headquarters are located more than seven and one-half (7-1/2) but less than fifteen (15) miles straight line distance from the Company's main Headquarters Office Building (15 and Welton), regular employees assigned to report to the job site headquarters shall be paid one-half (1/2) hour travel pay at the appropriate overtime rate of pay for each day worked at that job site headquarters.
- (c) Whenever the job site headquarters are located fifteen (15) but less than twenty (20) miles straight line distance from the Company's main Headquarters Office Building (15 and Welton), regular employees assigned to report to the job site headquarters shall be paid one (1) hour travel pay at the appropriate overtime rate of pay for each day worked at that job site headquarters.
- (d) Whenever the job site headquarters are located twenty (20) miles or more straight line distance from the Company's main Headquarters Office Building (15 and Welton) or for any location as determined by the Company, travel allowance to the job site shall be provided in accordance with Article 18.
- (e) Regular employees assigned to a job site headquarters who request to report to that job site headquarters and Company approves shall be paid one-half (1/2) hour travel pay at the appropriate overtime rate of pay for each day worked at the job site headquarters, provided that the job site headquarters is more than seven and one-half (7-1/2) miles straight line distance from the Company's main Headquarters.
- (f) Travel pay as referenced in this Special Rule 3 shall not be considered as time worked.
- (g) Notwithstanding the provisions of Article 3, Section 4, Paragraph (a) an employee may be reassigned to the Construction Department Headquarters without travel pay.

III. CORROSION PREVENTION DEPARTMENTAL RULES

1. For the purposes of assigning out of town work, Article 19, Section 21, Paragraph (a), shall apply, by definition crew or crews can be one individual.
2. The classifications in this Department are day workers as defined in Article 4, Section 3, Paragraph (a) and who are normally required to work eight (8) hours per day starting no earlier than 6:00 a.m. and no later than 8:00 a.m., non-uniform.
3. Training program will consist of three and one-half (3 1/2) years in six (6) month step increments of training and progression. The last six months (the 7th six months) will be paid at the Thereafter rate of pay. Employees entering the training program must complete all training required and be certified by NACE Level II to become qualified for the Corrosion Control Specialist.
4. A Joint Training Committee will establish the Company's training program for the Cathodic Protection Technicians. Training program will consist of three (3) years in six (6) month step increments of training and progression. Employees entering the training program must complete all training required to be qualified for the Corrosion Control Specialist.
5. In addition to in-house training, the Company will continue to provide the following support and resources in all job classifications as available and determined to be appropriate by the training committee:
 - (a) Annual Rocky Mountain short course.
 - (b) Monthly NACE meetings.
 - (c) NACE membership dues and re-certification fees.
 - (d) Courses relevant to technology changes in corrosion prevention.
 - (e) NACE International I and II courses, certifications and re-certifications.
6. All regular employees in the department will be NACE members following a 120-day probationary period with expenses paid by the Company pertaining to NACE membership.
7. Tools and equipment will be provided by the Company for these classifications to perform the work.
8. In the event the Corrosion Control Specialist is absent for a scheduled time period in excess of two (2) days, with the exception of holiday weeks as identified in Article 6, the Company will provide the necessary level of backup support in areas of operations.

9. A cell phone plan will be provided with a minimum of 250 minutes.
10. The divisions for the Corrosion Prevention Department are as follow:

Denver	(includes Denver, Boulder and Front Range)
Mountain	(includes Silverthorne and Leadville)
Northern	(includes Northern and High Plains)
San Luis Valley	(includes Pueblo and Alamosa)
Western	(includes Grand Junction and Rifle)

In the event of an assignment to a temporary headquarters, the Company will provide Company vehicles for all corrosion prevention work/assignments.

11. Corrosion Prevention employees will be issued a Corporate Travel and Expense Card to be used in accordance with Company guidelines.
12. Attendance for Senior Corrosion Control Specialists at conferences and seminars may be submitted to the Joint Training Committee with recommendations being made for management consideration.

IV. DESIGN DEPARTMENT DEPARTMENTAL RULES

1. The department consists of seven (7) classifications: Designer, Planner, Technician, Senior Builders Call Line (BCL) Representative, Builders Call Line (BCL) Representative, Senior Associate and Associate. The Worker Classifications will be Day Worker.

2. Divisions for the Design Department are as follows:

Denver (Denver Metro Area) *
Boulder
Front Range (Evergreen)
Mountain (includes Silverthorne, Granby and Vail)
Northern (includes Ft. Collins and Greeley)
High Plains (includes Sterling and Brush)
Southern (includes San Luis Valley and Salida)
Pueblo
Western (includes Grand Junction and Rifle)

*BCL location in Denver at the service center where Designers, Planners and Technicians are located.

3. Filling vacancies in the Design Department will be as follows:

(a) First - Change of Headquarters with Division:

- (1) Classification within Division Seniority Date
- (2) Design Department Seniority Date
- (3) Company Hire Seniority Date*

(b) Second - Signed Postings within Division – Lateral Move:

- (1) Classification within Division Seniority Date
- (2) Design Department Seniority Date
- (3) Company Hire Seniority Date*

(c) Third - Promotion within Division:**

- (1) One Step Lower Classification within Division Seniority Date
- (2) Design Department Seniority Date

- (3) Company Hire Seniority Date*
- (d) Fourth - Transfer Forms and Signed Postings for Lateral Transfer from Outside Divisions:
 - (1) Classification Seniority Date
 - (2) Design Department Seniority Date
 - (3) Company Hire Seniority Date*
- (e) Fifth - Promotions Outside of Division:
 - (1) One (1) Step Lower Classification Seniority Date
 - (2) Design Department Seniority Date
 - (3) Company Hire Seniority Date*
- (f) Sixth - Signed Postings and Transfer Forms Outside of Design Department is in accordance with Exhibit D.

* Does not include time employed as summer help with breaks in service.

** Minimum requirement for promotion is that the employee must be in the "Thereafter" stage of the next lower classification for a minimum of six (6) months.

- 4. Seniority. The following are the various seniority dates utilized in the Design Department:
 - (a) Classification within Division Date
 - (b) Division Date
 - (c) Design Department Date
 - (d) Classification Date
 - (e) Company Hire Date

Vacation Seniority is based upon term of employment.

A. DESIGNER, PLANNER AND TECHNICIAN (DPT)

- 1. Designer, Planner, and Technician Work Rules:
 - (a) Work Week:

- (1) Start time is no earlier than 6:00 a.m. and no later than 9:00 a.m., non-uniform.
 - (2) When necessary to fill an overtime schedule, it will be filled on a voluntary basis and then based on reverse seniority within the respective headquarters.
- (b) Work Load:
 - (1) Each of the DPT classifications within a headquarters will develop a territory map to submit to management for management consideration.
 - (2) Projects will be completed by the person who started the project, as practically as possible, including overtime.
- (c) Auto Usage:
 - (1) When a Company vehicle is not available for their use, Designers, Planners and Technicians shall have available and use a personal automobile for Company service, when requested to do so. The Company will reimburse employees in accordance with Article 12.
 - (2) Employees who submit for mileage reimbursement an average of 250 miles per month for three (3) consecutive months will be given the option of using the Company's Vehicle Reimbursement Program.

2. Designer, Planner and Technician Training:

The Company and Union agree to establish a Functional Joint Training Committee (FJTC) for the DPT classifications. The FJTC shall be composed of three (3) Design department representatives as appointed by the Union Business Manager and three (3) representatives of management.

Committee Duties:

- (a) The Functional Joint Training Committee (FJTC) shall meet, as they deem necessary to carry out the duties of the Committee.
- (b) The FJTC Committee will develop, review, amend and put into operations, a training program appropriate for the respective DPT job classifications. This program, subject to the approval of the System Supervisory Joint Apprenticeship Committee (SSJAC), shall include:

- (1) A schedule to provide work experiences through job rotation within permanent headquarters will be developed, to provide the DPT's with adequate experience in all phases of the training program.
 - (2) A suitable course and schedule of related technical training for each classification.
 - (3) Appropriate instructions for the various classifications.
 - (4) To maintain a system of records that will satisfactorily show the record of each DPT Trainee's progress in the training program.
- (c) Subject to appeal to the SSJAC:
- (1) To accept or reject employees applying for Designer, Planner and Technician through transfers or promotions.
 - (2) To advance DPT's in their progression.
 - (3) To retain DPT's in present classifications in a program for further training.
 - (4) To release DPT's from the DPT-In-Training program.
- (d) Any matter requiring action that is not resolved by the Functional Joint Training Committee shall be submitted to the SSJAC.
- (e) The employee may submit any matter requiring actions that is not resolved by the SSJAC to the Grievance and Arbitration Procedure.
- (f) Release of a DPT. A DPT in training who does not complete the required training program, at the discretion of the FJTC Committee, shall upon the effective date of release from the training program be reduced to their former classification.
- (g) Any employee promoting or transferring into the Planner or Designer (Designer from outside the Design Department) classifications must pass the Edison Electric Institute (EEI) prequalification test.

Rules of the EEI must be followed:

- (1) The tests are confidential.
- (2) The applicants will have the opportunity to go on line and study for the Planner prequalification test before the applicant takes the Planner prequalification test.

- (3) The applicant has the right to call the test administrator and question what areas the applicant may be deficient after the applicant is aware of the results.
 - (4) The applicant may take the test twice with at least a six (6) months interval between tests.
 - (5) Existing Planners determined by the FJAC will be allowed to take the test to make sure it will provide the best opportunity for a candidate to be successful as a Planner.
- 3. When an employee is promoted to a Designer, Planner or Technician, the employee will satisfactorily complete the written training program and On-The-Job-Training (OJT) as established by the FJTC for a Designer, Planner or Technician. All classroom and OJT courses as determined by the FJTC will be completed on Company time. In any event, the training will be in compliance with provisions of the Fair Labor Standards Act .
- 4. The Company shall provide each employee with the necessary tools and equipment needed to perform the duties of the Design Department including a cell phone with a plan to provide a monthly minimum of 250 minutes.
- 5. The following DPT duties are performed in the geographic area that are not necessarily performed in the metro area:
 - (a) Easements
 - (b) Permits: State, County, City, Railroad, Ditch, etc.
 - (c) Grid Plates
 - (d) MRP (Order Material)
 - (e) Cathodic Protection related to gas services or gas mains
 - (f) Traffic Control
 - (g) GIS Updates
 - (h) Apply Extension Policy
 - (i) Prepare Legal Documents/ROW
 - (j) Franchise Agreements
 - (k) Meter Trace Coordination
 - (l) Demolition and Cut Off

**B. SENIOR BUILDERS CALL LINE REPRESENTATIVE AND BUILDERS
CALL LINE REPRESENTATIVE**

1. Work Schedules.
 - (a) Start times will be no earlier than 6:00 a.m. and no later than 10:30 a.m. (not more than 50% of the employees will be assigned to a start time after 9:00 a.m.).
 - (b) When necessary to fill an overtime schedule, it will be filled on a voluntary basis and then based on reverse seniority within the respective headquarters. Shifts will be bid on by department seniority.
2. The Company shall provide ergonomic equipment and tools to each Senior BCL and BCL Representative.

C. SENIOR ASSOCIATE AND ASSOCIATE

1. The Senior Associate/Associate start times will be no earlier than 6:00 a.m. and no later than 9:00 a.m., non-uniform. When necessary to fill an overtime schedule, it will be filled on a voluntary basis and then based on reverse seniority within the respective headquarters.
2. Senior Associates are Associates who perform Extension Policy duties, High Pressure Gas duties or Training duties.

**V. DISTRIBUTION CONTROL CENTER
DEPARTMENTAL RULES**

1. The Department will consist of three (3) classifications: Distribution System Operator (DSO), Electric System Operator (ESO) and Dispatcher.
2. The four (4) existing Dispatcher positions in geographic divisions, Mountain (Silverthorne), Western (Grand Junction) and Northern (Greeley) Division will not be replaced. When employees vacate these positions the emergency dispatch work will be moved within the Distribution Control Center Department (Denver). At that time, the classifications will be removed from the Agreement.
3. The consolidation of emergency dispatch functions will be completed by January 1, 2006.
4. Distribution Control Center Training.

The Company and Union agree to establish a Joint Training Committee (JTC) for the ESO, DSO and Dispatcher classifications. The committee will be comprised of three (3) Union members and three (3) Company members. Duties of the Joint Training Committee:

 - (a) The Joint Training Committee shall meet from time to time to carry out the duties of the committee.
 - (b) To formulate, review, amend and put into operation, a training program appropriate for the ESO, DSO and Dispatcher classifications. This program is subject to the approval of the System Supervisory Joint Apprenticeship Committee.
 - (c) Any matter requiring action that is not resolved by the Joint Training Committee shall be submitted to the System Supervisory Joint Apprenticeship Committee.
 - (d) The employee may submit any matter requiring action that is not resolved by the System Supervisory Joint Apprenticeship Committee to the Grievance and Arbitration Procedure.
 - (e) Training will be awarded based on seniority. Employees will be required to sign a "Training Contract" and meet the expectations set forth in said contract.
 - (f) Any ESO, DSO or Dispatcher who does not complete the required training program, including the expectations outlined in the training contract, for any reason shall upon the effective date of release from the training program be reduced to their former classification.
5. The Electric System Operator (ESO) and Dispatcher training periods will be eighteen (18) months and twenty-two (22) months, respectively. The training

period may be modified by the mutual agreement of the Joint Training Committee.

6. The Company and Union agree to establish an Overtime Committee consisting of existing overtime committee members to formulate and adopt overtime rules particular to the department. Upon acceptance of the overtime rules by the affected employees, the Overtime Committee shall consist of two (2) representatives for the Union and two (2) representatives for the Company for resolving problems concerning overtime distribution particular to the department.
7. Company and Union agree, due to the particular nature of the Control Center function, temporary assignments will be allowed, wherein other personnel of the Company may be used to perform some duties normally done by employees covered by this Agreement, for a period not to exceed two (2) hours in a given workday. Such assignments will not be made for the specific purpose of reducing the number of Control Center employees. The Company may use bargaining unit employees for periods greater than two (2) hours in a given workday. Management may temporarily designate, under escalated and/or emergency operations, electric Control Center activities to personnel in local service centers/offices.
8. Two (2) hours after the start of their respective shift employees shall be allowed a break for a period not to exceed fifteen (15) minutes. Four (4) hours after the start of their respective shift each employee shall be allowed a lunch break not to exceed thirty (30) minutes. Six (6) hours after the start of their respective shift, employees shall be allowed a break not to exceed fifteen (15) minutes. Due to the particular nature of the Control Center dispatch job functions, employee breaks and lunches may not come exactly at the above listed time guidelines and they may not be continuous for the above listed time duration. However, it is not intended that the employee is waiving the remaining listed time duration.
9. Job vacancies in the classifications of Electric System Operator (ESO) will require that applicants are from the Electric Line Department classifications of, Lineman Overhead, Lineman Underground, Lineman Troublemaker, Local Service Representative, Lineman Cableman, Overhead Foreman (Working), Underground Foreman (Working), or Trouble Foreman (Working) or classification from the System Operations Division, Transmission Line Department – Lineman, Working Foreman, Lineman Patrolman-(Remote), (Urban), Substation Department - Electrician, Electrician Specialist, Subs or Plants and Electrical Foreman – Subs or Plants.
10. Employees entering the classification of ESO whose wage is equal to or above the ESO wage (Grade Level 29) will have their wage rate grand-fathered.

VI. ELECTRIC DISTRIBUTION DEPARTMENTAL RULES

A. ELECTRIC LINE DEPARTMENTS

APPRENTICE LINEMAN

1. An Apprentice Lineman is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period an Apprentice Lineman shall thereafter be classified as a Journeyman Lineman.
3. The ratio of Apprentice Linemen to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeyman shall include employees in the aggregate job classifications of Journeyman Lineman and equal or higher classifications covered by this Agreement.
4. Apprentice Linemen shall be under the direction of and receive their training and instruction primarily from Supervisors, Working Foremen, Journeyman Linemen, Lineman-Troublemens, and Local Service Representatives.
5. Not more than one (1) Apprentice Lineman shall be permanently located in a Local Service Representative's area.
6.
 - (a) During the first year as an Apprentice, an Apprentice Lineman shall not be permitted to work on energized lines or equipment operating in excess of 600 volts, and further shall not be permitted to work alone on energized lines or equipment operating up to 600 volts until the Apprentice has had six (6) months experience on the line crew. In determining the required six (6) months experience on the line crew, the time worked as a Groundman, Line Truck Operator or Truck Operator-Groundman on the line crew shall be counted.
 - (b) During the second year an Apprentice Lineman will be allowed to rubber glove voltages of 5KV normal operating range and below, only after receiving preliminary training by the Electric Line Functional Joint Apprenticeship Committee and only when assigned to an established qualified Hot Crew. Rubber gloving during this second year is for training only and will at no time take the place of a Lineman or other qualified personnel on that crew.
 - (c) During the third year an Apprentice Lineman will be allowed to rubber glove voltages of 15KV normal operating range and below, and hot sticking voltages in excess of 5KV normal operating range only after receiving preliminary training by the Electric Line Functional Joint Apprenticeship

Committee and only when assigned to an established qualified Hot Crew. Rubber gloving and hot sticking during this third year is for training only and will at no time take the place of a Lineman or other qualified personnel on that crew.

- (d) During the fourth year an Apprentice Lineman, while engaged in rubber glove and hot stick work, shall be considered a qualified person for purposes of establishing a Hot Crew and will be assisted by a Journeyman at all times. A fourth year Apprentice Lineman will not be considered qualified for the purpose of training a third year Apprentice Lineman in rubber glove and hot stick work.
- 7. The Apprentice will be permitted during the second, third and fourth years to replace transformer fuses and sectionalizing fuses, open and close sectionalizing switches, open and close pistol grips, and cut wire in the clear in those cases of emergency where lives or property may be in danger or in order that service can be restored.
- 8. A Hot Crew and qualified personnel are those as described in the Manual of Safe Practices, Section 313.00 - titled: "Work Practice Guidelines for the gloving of circuits in excess of 5,000 volts up to class 15,000 volts phase to phase," Section 313.01 General Guidelines (A) through (I), and Article 20, Section VI, Part A, Special Rule 2 of the Agreement.

APPRENTICE VAULTMAN-CABLEMAN

- 1. An Apprentice Vaultman-Cableman is an employee selected and classified as such for an Apprentice training period of four (4) years.
- 2. After such training period an Apprentice Vaultman-Cableman shall thereafter be classified as a Journeyman Vaultman-Cableman.
- 3. Apprentice Vaultman-Cablemen shall be under the direction of and receive their training and instruction primarily from Supervisors, Working Foremen Underground, Lineman-Cablemen and Vaultman-Cablemen.
- 4. During the first year as an Apprentice, an Apprentice Vaultman-Cableman shall not be permitted to work on energized lines or equipment operating in excess of 600 volts and further shall not be permitted to work alone on energized lines or equipment operating up to 600 volts until the Apprentice has had six (6) months experience on the line crew. In determining the required six (6) months experience on the line crew, the time worked as a Groundman or Truck Operator-Groundman on the crew shall be counted.
- 5. (a) During the second, third and fourth years an Apprentice Vaultman-Cableman shall not be permitted to do work on hot lines or equipment at voltages in excess of nominal 600 volts unless assisted by a Journeyman Lineman, Lineman-Cableman, or Vaultman-Cableman.

- (b) An Apprentice will be permitted during the second, third and fourth years to replace transformer fuses and sectionalizing fuses, opening and closing sectionalizing switches and cutting wire in the clear in those cases of emergency where lives or property may be in danger or in order that service can be restored.

SPECIAL RULES

- 1. A Journeyman Lineman or Vaultman-Cableman shall not be permitted to do work on hot lines or equipment carrying more than 600 volts unless assisted by another Journeyman Lineman or Vaultman-Cableman or Apprentice (during 2nd, 3rd and 4th years), except (a) replacing transformer and sectionalizing fuses, (b) opening and closing sectionalizing switches, (c) cutting wires in the clear in those cases of emergency where lives or property may be in danger or in order that service can be restored and (d) connecting and disconnecting live line clamps on conductors carrying voltages less than 8,000 volts to ground, provided there is no charged disconnected hot line clamp on the pole during the operation. All such work and work in a danger zone shall be performed as prescribed in the Safety Manual.

Note - Company agrees to provide Linemen with proper tools such as a "grip-all stick" or its equivalent.

- 2. Crews engaged in hot stick work shall consist of not less than a qualified Supervisor or Working Foreman, two (2) Journeyman Linemen, Lineman Troublemakers, Local Service Representatives or one (1) of the above-mentioned Journeymen and a third or fourth year Apprentice for training purposes. Replacing transformer and sectionalizing fuses, opening and closing sectionalizing switches, cutting wires in the clear, and making or removing a hot stick tap shall not be considered hot stick work for purposes hereof.
- 3.
 - (a) It is agreed that all regularly established line crews shall be supervised by a Working Foreman.
 - (b) When a regularly established line crew has one (1) or two (2) Journeyman Linemen and is directed by a Working Foreman, the Working Foreman shall be required to do Journeyman Lineman's work. If such crew has three (3) or four (4) Journeyman Linemen, the Foreman (Working) shall do Journeyman Lineman's work except while the crew is working in a danger zone.
 - (c) When a regularly-established line crew consists of three (3) or more Journeyman Linemen, the senior qualified Journeyman Lineman shall be classified as a Sub Foreman (Working) and shall do Journeyman Lineman's work.
 - (d) When a Foreman (Working) is absent from the crew or a portion of the crew, a total of two (2) hours or longer in any workday, the senior qualified employee on the crew or portion thereof shall receive Foreman (Working) rate for the two (2) hour or longer period so worked.

- (e) When a crew of three (3) employees consisting of one (1) or more Journeymen and the remainder of a lower classification is assigned to perform a job or jobs, except for two (2) person gloving as described in Special Rule 13, the senior qualified Journeyman shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for hours worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
- 4. When a trouble crew consists of two (2) Journeyman Linemen, Lineman-Cablemen, Vaultman-Cablemen or Local Service Representatives, there may, at the Company's option, be no Foreman (Working,) but Company may designate the employee in charge. Except for two (2) person gloving crews as described in Special Rule 13.
- 5. Linemen shall not be required to work hot primaries in wet weather except in case of emergency.
- 6. The ratio of Vaultman-Cablemen to Lineman-Cablemen shall not exceed one (1) Vaultman-Cableman for each Lineman-Cableman.
- 7. A Lineman will be required to serve eighteen (18) months as Underground Lineman (on training) and complete the work and related technical training as determined by the Apprenticeship Committee before receiving the classification of Lineman-Cableman.
- 8. Street Light Inspector vacancies will be posted according to the contract and will be staffed first by Lead Utility Workers or Utility Worker B's, thru Transfer Request or Notice of Vacancy postings. If a Street Light Inspector vacancy is not filled, the vacancy will then be opened to Utility Worker C's.
- 9. A Street Light Inspector, a Street Light Helper and a Lead Utility Worker or Utility Worker B shall have equal bidding rights to either Apprentice Lineman or Apprentice Vaultman-Cableman, regardless of the lines of flow on Exhibit A (Flow Diagram #7c) based on department seniority.
- 10. Street Light Inspectors may sign the first available Apprentice Lineman posting. If the most senior eligible employee chooses not to sign the first available posting, that employee will forfeit their eligibility to bid directly to Apprentice Lineman and must then bid to Utility Worker B before becoming eligible to bid to Apprentice Lineman.
- 11. Article 4, Section 3, Day Worker classification shall be modified to provide for start times between 7:00 a.m. and 10:00 a.m., not necessarily uniform, with the workweek normally being Monday through Friday or Tuesday through Saturday. Assignments will be made using volunteers first, then reverse order of department seniority.

12. Journeyman Lineman and higher classifications are allowed to set single-phase meters in Company service territories.
13. Single phase rubber gloving will be performed in accordance with section 314.00 of the Manual of Safe Practices. When two (2) Journeyman are engaged in rubber gloving as described above, and one of the employees is not a Working Foreman, the senior employee shall be upgraded to Working Foreman for the period of time the work is performed. Upgrades shall be rounded up or down to the nearest 30 minutes. For the purposes of this section time provisions of Article 19, Section 6 (a) shall not apply.

B. ELECTRIC METER DEPARTMENTS

APPRENTICE METERMAN

1. An Apprentice Meterman is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period an Apprentice Meterman shall thereafter be classified as a Meterman.
3. Company shall not employ more than one (1) Apprentice Meterman to each three (3) employees in the aggregate job classifications of Meter Foreman (Working), Senior Meterman and Meterman. One (1) Apprentice Meterman shall be allowed in each outside district.
4. Apprentice Metermen shall be under the direction of and receive their training and instruction primarily from Supervisors, Meter Foremen (Working), Senior Metermen and Metermen.

SPECIAL RULES

1. Training for Meterman - Electric Meter Shop, which is required for advancement to Senior Meterman, Electric Meter Department, will be administered by the advancement committee as follows:
 - (a) Employees in the Meterman Classification (Journeyman) will be polled in their respective divisions to determine whether they wish to participate in the Senior Meterman Training. The two (2) most senior Metermen of those desiring the training will then be selected to start the program as described below. Upon satisfactory completion of the program, they will comprise the Pool, which will consist of a pool of two (2) who have completed, or in training, of qualified Meterman from which future openings in the Senior Meterman classification will be filled.
 - (b) Journeyman Meterman wishing to advance to a vacancy in the Senior Meterman classification in the order of their department seniority, must attend the Rocky Mountain Meter Association (RMMA) School, if such

school is available and the employee has been given an opportunity to attend. Such Journeyman must also complete the following courses: Intermediate (within 4-5 years prior to the start date of Senior Meterman Training), Advanced (within 1-2 years prior to start date of Senior Meterman Training), and CEU Test. (The Company agrees to budget the necessary monies for the employees to attend the appropriate schools).

- (c) If a Meterman rejects the training, they will not be eligible to sign a posting to fill an opening in the Senior Meterman classification at that time. However, the employee will have the option to later accept the training as additional openings occur in the Pool.
- (d) The Senior Meterman Training will be approximately eight (8) months. It will consist of one (1) two (2) month period at the MDC Shop Testing Unit where the Meterman works. The Meterman will then be given a six (6) month period of field training at different metro service centers with "Training Seniors". The "Training Seniors" are existing Senior Metermen assigned to the metro divisions who have demonstrated both a willingness and an ability to train others.
- (e) During the training period, the temporary vacancies created as a result of the program will be temporarily filled, by seniority, from the pool of Metermen in the Shop Test Unit and/or Shop Services Unit (Exceptions: Divisions outside Denver metro divisions). At the conclusion of the training, all involved Metermen will be returned to their original service center locations and continue working as a Journeyman Meterman. Those successfully completing the program, however, will be eligible to sign future postings for vacancies in the Senior Meterman classification.
- (f) There will be written and "hands-on" testing given during the eight (8) month training. Should a Journeyman fail any one (1) of the tests, the Meterman will be allowed one (1) week of review before retaking a similar or comparable test. However, special consideration may be given for employees who cannot meet the one (1) week requirement due to legitimate reasons. The Advancement Committee shall determine whether an employee passes or fails tests. If the Journeyman Trainee fails the test the second time, they will be returned to their normal Journeyman duties at their original service center and will not be eligible to sign a Senior Meterman posting, nor will the employee be eligible for Senior Meterman Training again for a period of two (2) years.
- (g) At the end of each month of field training, the "Training Seniors" and their Supervisors will submit a written report to the Advancement Committee evaluating the progress of the Trainees. Should the Committee find that the Trainee is not making satisfactory progress, appropriate action can be taken at that time. That action will start with counseling of the Trainee and progress through possible extension of the training period to actual elimination from the program. If the Trainee is eliminated, they will return

to their prior assigned service center as a Meterman and shall not be eligible to sign a Senior Meterman posting, nor be eligible to reapply for the Training Program for a period of two (2) years.

- (h) The Electric Meter Advancement Committee will have the responsibility of administering the program for Denver Metro Divisions and outside Divisions, and in making the determination that a Meterman has satisfactorily completed the program and is qualified to sign a posting for an opening in the Senior Meterman Classification. The Committee shall also establish a written criteria for determining a passing grade for the various tests which shall be made available to any employee taking such tests.
- (i) The following is a general outline of the Senior Meterman Training Program: Approximately five (5) years prior to the start of training it will be required that, if given the opportunity, the Trainee attend RMMA School if available, and take the following courses: Intermediate, Advanced and CEU Test, plus any other course the Advancement Committee feels necessary. The test results of the RMMS School will be used as a diagnostic tool only and will not be used as a means to eliminate anyone from the Senior Meterman Training Program.
- (j) The Electric Meter Advancement Committee will have the responsibility for administering the training program for the Electric Meter Designer Trainee and in making the determination that a Meterman / Senior Meterman / Working Foreman has satisfactorily completed the requirements of the Electric Meter Designer Trainee Program. In the event a qualified bidder is unsuccessful in completing the Electric Meter Designer Trainee program the employee will revert back to their former classification.

VII. ELECTRIC DISTRIBUTION OPERATIONS MAINTENANCE SPECIALIST DEPARTMENTAL RULES

1. Training as identified by the Functional Joint Training Committee and provided by the Company, shall be completed by Electric Distribution Specialists each year to stay current with operation, installation and maintenance procedures for all Scada and Automatic Controlled Equipment to be utilized, or that is now in service, in the Denver and outside divisions. The Functional Joint Training Committee shall determine the appropriate training needed to maintain or develop the skills necessary for the above listed equipment.
2. Only qualified Journeyman from the appropriate departments will be assigned to assist the Electric Distribution Specialists.
3. Electric Distribution Specialists shall take Company vehicles, pagers, cell phones and computers home for the purpose of expediting the response time for after hours emergency callout. The above listed callout will be distributed as per Article 7, Section 7, of the Interim Agreement amongst the qualified employees within the department. The taking home of the above listed equipment shall not constitute stand-by. Either party may elect to terminate #3 of the Distribution Specialist Departmental rules, with thirty (30) days notice to the other party.
4. The Company and the Union shall each appoint one (1) representative as a committee for resolving problems concerning overtime distribution peculiar to the Department.
5. Article 4, Section 3, Day Worker classification is modified for all Electric Distribution Specialists to provide for start times between the hours of 6:30 a.m. and 8:30 a.m. Not necessarily uniform.
6. The Training Committee shall design and administer a pre-entry exam to determine the level of expertise of each person desiring to become an Electric Distribution Operator Maintenance Specialist in Training (Electric Distribution Specialist in Training).
 - (a) The Company agrees to utilize the provisions as outlined in this Agreement to fill any such vacancies. All employees who indicate their desire to become an Electric Distribution Specialist in Training will be given the pre-entry exam.
 - (b) Only after the Company has utilized all the provisions of this Agreement may they utilize other hiring procedures and as outlined in Section 7 of these Departmental rules.
 - (c) Any employee passing the pre-entry exam by 80% or greater will be considered as qualified to enter the Training Program. When there are two

(2) or more employees who have passed with a grade of 80% or greater, seniority will be the governing factor.

7. If after exhausting the Order of Honoring Transfers (Exhibit D) there are not enough qualified employees desirous of becoming Electric Distribution Specialist in Training and the Company decides to hire an employee from outside the Company it shall be done in the following manner.
 - (a) The Company shall determine the number of employees it desires to hire.
 - (b) The Functional Joint Training Committee shall administer the same pre-qualification standards as given to it's own employees to all applicants.
 - (c) The Functional Joint Training Committee shall make a recommendation to management as to qualifications of the applicants.
 - (d) The Company (at their sole discretion) shall hire as many employees as needed to fill the vacancies.
 - (e) That employee shall then become an Electric Distribution Specialist in Training.
 - (f) Nothing contained herein is meant to circumvent the Collective Bargaining Agreement as to the existing Bargaining Unit Employees.

8. Electric Distribution Specialist Training.

An Electric Distribution Specialist in Training is an employee who is selected and classified as such to complete the approved training program. The Training Program shall be accomplished as indicated in the learning guides, OJT and practical exams developed by the Functional Joint Training Committee during a three (3) step, eighteen (18) month period, which shall begin after being awarded a bid.

- (a) Satisfactory completion of the appropriate OJT learning guides and practical exams by the Electric Distribution Specialist in Training (provided they have been given the opportunity to complete said learning guides) shall constitute successful completion of the Training Program.
- (b) This Functional Joint Training Committee will award Electric Distribution Specialist Certificates to Electric Distribution Specialists in Training who successfully completes the training program.
- (c) Electric Distribution Specialist will primarily provide on the job training and instruction.

VIII. ENERGY SUPPLY DEPARTMENTAL RULES

1. The Worker Classifications for Control Specialist will be Shift Worker, Apprentice Control Specialist and Plant Specialist A, B and C, Instrument Specialist (Hayden) and Electrician Specialist (Hayden) will be the Day Worker/Scheduled Worker/Shift Worker. When Control Specialists or Apprentice Control Specialists are assigned to work in a control room they will be assigned as a Shift Worker classification. Working Foreman Mechanic, Mechanic Specialist and Apprentice Mechanic Specialist worker classifications will be Day Worker/Scheduled Worker. For these classifications, the Day Worker classification will be modified to allow for start times no earlier than 6:00 a.m. and no later than 10:30 a.m. Start times shall not necessarily be uniform. Start times shall not be modified more than once in any given workweek. The workweek will be five (5) consecutive workdays arranged to allow for two (2) consecutive days off. Days off shall not necessarily be in the same workweek. The basic workweek shall be Monday through Friday or Tuesday through Saturday for Day Worker. This will be offered first by volunteers then by reverse order of department seniority.

2. Revised Schedules for the Energy Supply Department.

Day Workers. When special maintenance and construction work cannot, because of operating conditions be performed during normal working hours of the worker's classification as covered by this Agreement, and it becomes necessary to perform such work at other than the 6:00 a.m. - 10:30 a.m. start time, then in that event an employee working on such revised schedule shall be paid at the overtime rate for the first three (3) days of such work. When a revised schedule is established as in this paragraph provided, the working hours of such revised schedule shall be considered normal working hours. When the revised schedule is discontinued and normal schedules are reestablished, the straight-time rate shall apply. In the event such special work is scheduled for a continuous period in excess of ninety (90) calendar days, each employee working on such revised schedule shall be paid at the overtime rate for the first three (3) days after this ninety (90) day period has been completed, and similarly after one hundred eighty (180) calendar days.

3. Existing Energy Supply Department employees as of the date of ratification who are assigned a new job classification shall receive the wage rate for the new job classification or their current wage rate, whichever is greater. Those employees who are red-circled at their current wage rate shall not receive any wage increases until such time as the wages equalize. In the event an employee accepts a demotion or transfers out of the Energy Supply Departments, the employee would be paid at the wage rate of that classification and the red-circling would no longer apply. Existing employees who are currently Disabled Employees shall be at their current classification pay rate or the rate based on the Disabled Employee Pay Policy. Employees, who as a result of this agreement are red-circled, shall receive a cash payment equal to the percentage of the general wage increases. Eligibility for the cash payment will be limited to those employees who have been continuously

employed through the previous contract year (June 1 through May 31) and are on the active payroll as of June 1, for each year they are red-circled. Qualified employees will receive the respective cash payment by calculations of their respective red-circled hourly wage rate times the general wage increase percentage times 2,080 straight-time hours only. Shift differentials and overtime shall not be calculated as part of the cash payment. The cash payment will be paid on the first pay period after the yearly anniversary date of the term of agreement for employees that are eligible.

4. In the Metro Energy Supply Department and Division and the Hydro Department, the provisions of Article 16, Section 6, regarding promotions will not apply. The Company and Union agree to establish a task force to streamline the bidding and change process in Metro Energy Supply and the Hydro Division.
5. Vacation periods shall normally be granted within each classification by department seniority at each headquarters.
6. Due to workload, change of headquarters for Metro Energy Supply employees who are assigned to another permanent headquarters in Metro Energy Supply shall be given two (2) work days notice of such change. If such notice is not given, they shall be paid one-half (1/2) hour of overtime pay for each day they work at the newly-assigned headquarters, for a period not to exceed two (2) workdays, beginning with the first day they work at the newly-assigned headquarters. Metro Energy Supply employees shall be selected for this change in headquarters by qualified volunteers then reverse order of seniority within the headquarters. Not more than one (1) change of headquarters will be allowed in any workweek.
7. Current employees as of the date of ratification who are assigned new job classifications or new departments and divisions (as in the case of Cameo and the Hydros only) shall retain their current department and division seniority and term of employment. Their present department and division seniority will also become their new department and division seniority.
8.
 - (a) At plant facilities with three (3) or more persons on a shift, if the shift supervisor or the management person designated as being responsible for shift operations is absent from the plant site for two (2) hours or longer in any workday, the senior Control Specialist shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for the two (2) hour or longer period so worked. During the period of time that the employee is so assigned, the Company may replace the upgraded Control Specialist with a qualified Control Specialist as necessary. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
 - (b) When a Working Foreman Mechanic assigned to a crew is absent from the crew consisting of three (3) or more employees, the senior qualified Mechanic Specialist on the crew assigned to direct the work for the crew for a period of two (2) hours or longer shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for all hours so assigned. On

the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.

- (c) When a coal crew consists of three (3) or more employees, if the Plant Specialist A is absent from the crew for a period of two (2) hours or longer, the senior qualified employee on the crew shall receive a differential of one dollar and ninety-five cents (\$1.95) per hour for the two (2) hours or longer period so worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
- 9. When an employee is assigned to work from a motor-powered traction hoist (commonly called a "sky climber") rigged as a chair, cage or scaffold, said employee shall receive a differential in pay of two dollars and ninety cents (\$2.90) per hour for all hours so worked. Thereafter, on the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
 - 10. Employees shall not be required to work inside of hot boilers or furnaces when the temperature is too high for personal safety.
 - 11. Welder Qualification/Requalification.
 - (a) Requirements:
 - (1) The certifications required of a Mechanic Specialist performing certified welding shall be those designated by the Functional Joint Apprenticeship Committee (FJAC) and included in the Apprentice Training. The Company will determine the number of Mechanic Specialists who perform certified welding. Assignment at each plant will be made using volunteers and then reverse order of seniority from the classification of Mechanic Specialist.
 - (2) The welding of boilers, pressure vessels and pressure piping in power plants is governed by the American Society of Mechanical Engineers Boiler Code, the American National Standards Institute Pressure Piping Code 31.1, the State of Colorado and the City and County of Denver Boiler Codes. Changes in one or more of these codes may require changes in welder qualification requirements. The Functional Joint Apprenticeship Committee is responsible for providing training guidelines adequate to meet these requirements. Should the Functional Joint Apprenticeship Committee change training requirements for Apprentice Welders, all incumbent Mechanic Specialists who are required to perform certified welding will be offered the same training before being tested to meet these new requirements.

(3) Requalification shall be mandatory for any one of the following reasons:

- a) If requalification on any one of the required welds is not complete within three (3) years of the previous qualification on that particular weld.
- b) If the welder does not use any welding process during a period of ninety (90) calendar days, complete requalification is required.
- c) If the Shielded Metal Arc Weld process is not used during a one hundred eighty (180) day calendar period, all qualifications are lost and complete requalification is required.
- d) If the Gas Tungsten Arc Weld process is not used during a one hundred eighty (180) day calendar period, requalification of the WFPF 1A-1 and WFPF 5A-1 welds will be required.
- e) If a qualified Weld Inspector, pursuant to Section IX of the American Society of Mechanical Engineers Boiler Code, with the concurrence of a second qualified Weld Inspector, requests a retest of the deficient welding procedure(s).

(b) Inspection.

All weld inspections will be made by the Performance Engineering Division of Public Service Company of Colorado, or equally-qualified Inspectors. All Weld Inspectors will hold qualifications as specified by the American Society for Non-destructive Testing. The testing of welders will be performed as specified in Section IX of the American Society of Mechanical Engineers Boiler Code.

(c) Programs and Procedures. Company and Union agree to the following programs and procedures to meet the requirements above:

- (1) Each Mechanic Specialist who performs certified welding will be allowed to make at least one of the designated welds for requalification within each ninety (90) calendar days. If this occurs in the normal course of work it will be recorded as satisfying this requirement. If not, a Work Order will be initiated requesting a weld be made that meets one of the FJAC qualification requirements. The above designated welds must pass a radiograph examination.
- (2) When a mandatory test(s) or requirement listed in (3) above is failed, the Welder will be given two (2) additional opportunities within one hundred twenty (120) calendar days to requalify. Failure to requalify

in this period will not result in reclassification, demotion or termination.

12. Energy Supply Departments and Divisions Training.

APPRENTICE CONTROL/MECHANIC SPECIALIST
and PLANT SPECIALIST A, B and C

The Company and the Union agree to establish and maintain a Functional Joint Apprenticeship Committee (FJAC) for certification of the Plant Specialist A, B and C, Apprentice Control Specialist and Apprentice Mechanic Specialist classifications. The FJAC shall be composed of four (4) representatives from the Union and four (4) representatives of management.

Duties:

- (a) Functional Joint Apprenticeship Committee shall meet from time to time to carry out the duties of the committee.
- (b) To formulate, review, amend and put into operation, a training program appropriate for the respective job classifications. This program, subject to the approval of the System Supervisory Joint Apprenticeship Committee shall include:
 - (1) A schedule of work experiences and job rotation plan that give the Plant Specialist A, B and C, Apprentice Control Specialist and Apprentice Mechanic Specialist adequate experience in all phases of the training program.
 - (2) A suitable course and schedule of related technical training for each classification.
 - (3) Appropriate instructions for the various classifications.
- (c) To maintain a system of records that will satisfactorily show the record of each Plant Specialist A, B and C, Apprentice Control Specialist and Apprentice Mechanic Specialist's progress in the training program.
- (d) Subject to appeal to the System Supervisory Joint Apprenticeship Committee:
 - (1) To accept or reject employees applying for Plant Specialist A and B, Apprentice Control Specialist and Apprentice Mechanic Specialist through transfers or promotions.
 - (2) To advance Apprentice Control Specialists and Apprentice Mechanic Specialists in their training programs.

- (3) To retain Apprentice Control Specialists and Apprentice Mechanic Specialists in their present classifications in a program for further training. To eliminate Apprentice Control Specialists and Apprentice Mechanic Specialists from the training program.
 - (e) Any matter requiring action that is not resolved by the Functional Joint Apprenticeship Committee shall be submitted to the System Supervisory Apprenticeship Committee.
 - (f) Any matter requiring action that is not resolved by the System Supervisory Joint Apprenticeship Committee may be submitted to the Grievance Procedure by the employee.
 - (g) Release of Apprentice Mechanic Specialist and/or Apprentice Control Specialist, who do not complete the required training program for any reason, shall, upon the effective date of release from the training program, be reduced to their former classification. Employees released from the apprenticeship program may not be eligible for future opportunities in the same apprenticeship program.
13. An Apprentice Mechanic Specialist is an employee selected and classified as such for training for a period of four (4) years and shall thereafter be classified as a Mechanic Specialist. An Apprentice Control Specialist is an employee selected and classified as such for training for a period of two (2) years and shall thereafter be classified as a Control Specialist. Time spent as Plant Specialist A, B and C will be considered by the FJAC as to the appropriate step placement in the apprenticeship program.

The Apprentice Control Specialist and Control Specialist in these classifications prior to June 1, 1998, may be assigned to other than control board duties but not lower than a Plant Specialist A (Except Hayden, Cameo and the Hydro Department – These employees can work in any lower classification) without invoking the sixty (60) day provisions of Article 19, Section 1. These assignments will be offered by seniority on a voluntary basis (except assignment to Plant Specialist A at Arapahoe and Zuni, which will be by volunteers then by reverse order of seniority). For the purposes of this paragraph voluntary rotation will be by shift schedule not the entire plant.

The Apprentice Control Specialist and Control Specialist in these classifications after June 1, 1998, may be assigned to lower positions on a rotational basis, but not lower than a Plant Specialist A (Except Hayden, Cameo and the Hydro Department – These employees can work in any lower classification). For the purposes of this paragraph rotation will be by shift schedule not the entire plant. This will not invoke the sixty (60) day provisions of Article 19, Section 1.

Any Overtime Rules in conflict with these changes will be modified so they are in compliance with these provisions.

Control Specialists that are medically restricted by a licensed medical provider from performing Control Specialist duties other than control board duties will not be subject to the above rotation.

14. Apprentice Mechanic Specialists and Apprentice Control Specialists will receive on-the-job training and instruction primarily from Supervisors, Working Foremen, Mechanic Specialists and Control Specialists, respectively. An Apprentice Mechanic Specialist and Apprentice Control Specialist will be permitted to work up to the documented level of training as determined by the Functional Joint Apprenticeship Committee. Apprentice Mechanic Specialists and Apprentice Control Specialists shall not receive differential pay for performing work of a higher classification.
15. Plant Specialists A, B and C, Apprentice Control Specialists and Apprentice Mechanic Specialists shall receive their formal training and instruction primarily from the FJAC, or outside trainers as determined by the FJAC.
16. Advancement to Plant Specialist A and B, Apprentice Control Specialist and Apprentice Mechanic Specialist shall be selected as set forth in Article 16, "Promotions and Demotions," provided the employee has satisfactorily completed the written training program established by the Functional Joint Apprenticeship Committee for a Plant Specialist A and B, Apprentice Control Specialist and Apprentice Mechanic Specialist respectively. All written training and classroom training as required by the FJAC will be completed on employees' own time for Plant Specialist A, B and C. On-the-Job-Training (OJT), courses required by law or by the Company will be completed on Company time. In any event, the training will be in compliance with provisions of the Fair Labor Standards Act. The FJAC will determine the training schedule.
17. Plant Specialists A and B candidates in training who do not successfully complete the required training program for any reason, shall, upon the effective date of release from the training program, be reduced to the next lower classification for which the employee has successfully completed the training as determined by the FJAC. Employees shall not be eligible for another training program for a period of one (1) year.
18. Formal training in Power Plant Fundamentals will be provided and successful completion of this program will be a qualification standard for promotion to Plant Specialist B classification.
19. Existing employees transferring into the Energy Supply classifications who need a Colorado Commercial Drivers' License (CDL) will be trained by the Company. The time to take the test(s) and the expense of the test(s) will be borne by the Company for the first test(s) only. Applicants hired from outside the Company may be required to have a CDL as a condition of employment.

20. For Pawnee Department and Division, the following applies:
- (a) For future promotions, in cases where employees have identical department seniority dates, those employees in the first bidding priority (Flow Diagrams 8c, 8f, 8h, 8b and 8a) shall have their position on the seniority list relative to each other determined by last continuous period of service in Public Service Company steam generating plant or combined cycle station.
 - (b) Those in the second bidding priority (Flow Diagram 8e) shall have their relative positions determined by last continuous period of service in Public Service Company hydro plant or pumped storage plant.
 - (c) Those in all other categories shall have their relative positions determined by term of employment with the Company.
 - (d) If under any circumstances, employees still have identical seniority dates, then the date of application for employment shall be controlling.
21. Plant Specialists A, B or C at Hydro Plants, while on duty, shall not be required to work on conductors or equipment carrying in excess of 600 volts unless assisted by an experienced employee.
22. The Advancement Committee shall interview employees signing the posting for Working Foreman and will make a recommendation prior to management's selection. The seniority provisions of Article 15, Section 2, shall not apply to the selection of a Working Foreman.
23. Not less than 50% of the Mechanic Specialists at any particular plant will be assigned as Day Workers by order of department seniority. Assignment to SCHW will be made by volunteers first then by reverse order of department seniority. These employees can volunteer for the DW/SCHW dual classification without losing their permanent DW classification. Such conditions for volunteer SCHW classification will be mutually agreed upon between the Company and the Union.
24. Overtime will be worked by qualified personnel in accordance with their respective overtime rules. Employees who have signed to work on their respective overtime board or list will be allowed to work overtime up to their documented level of training. A separate overtime board or list shall be maintained at the respective headquarters. Employees will have overtime distributed to them in accordance with Article 7 of the Agreement.
- (a) The existing Overtime Committees will designate one (1) bargaining unit member and one (1) management member to be assigned to the new Overtime Committee for these new classifications not to exceed three (3) union and three (3) management members for the new committee. The new committee will formulate overtime rules to meet the needs of the new classification.

25. Notwithstanding any other provisions included herein, excluding a plant closure, the Company agrees that prior to a reduction in force of employees in the Working Foreman Mechanic, Control Specialist and Mechanic Specialist classifications, all Apprentices and Plant Specialists A, B and C in that department and division shall be laid off first. In the instances where an employee has been reclassified to Disabled Employee to meet ADA requirements, this rule shall not apply.

IX. GAS DISTRIBUTION DEPARTMENTAL RULES

A. ALL GAS DEPARTMENTS

APPRENTICES

1. (a) An Apprentice is an employee selected and classified as such for an Apprentice training period of four (4) years, except that of Apprentice Service-Fitter, Gas Department-Denver, which shall be an Apprentice training period of three (3) years.

(b) Upon completion of the training required in Section 1, Paragraph (a), a Gas Department-Denver Apprentice shall be classified as a Specialist-in-Training.
2. After such training period an Apprentice Service-Fitter shall thereafter be classified as a Journeyman.
3. The ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeyman shall include employees in the aggregate job classifications of Journeyman Service-Fitter and equal or higher classifications covered by this Agreement.
4. Apprentices shall be under the direction of and receive their training and instruction primarily from Supervisors, Gas Foremen (Working), Lead Service-Fitters, Senior Service-Fitters, Service-Fitters, Lead Welders, Welders, Field Operators, Senior Metermen, Senior Regulatormen, Metermen and Regulatormen, respectfully.

SPECIAL RULES

1. When the service requirements dictate the need, the Company may assign a Day Worker to a Shift Worker and/or Scheduled Worker classification as necessary. When so assigned, a Service-Fitter shall be considered a Senior Service-Fitter and be paid at the Senior Service-Fitter wage rate. These employees, when not assigned to Shift Worker or Scheduled Worker classifications, shall revert to the Day Worker classification.

NOTE: Service-Fitters, Lead Service-Fitters and Working Foreman may be assigned schedules of Tuesday through Saturday with no change in job or worker classification, but while so assigned shall eat lunch on Company time.

2. Whenever a total of two (2) or more employees are assigned to work together as a crew performing repair, rebuild, construction or leak detection work, one (1)

employee of such crew shall be a Lead Service-Fitter. In Denver the Lead Service-Fitter shall be from the Construction and Maintenance Line of Flow or the Pressure Control Line of Flow. In all cases the employee in charge shall be a Lead Service-Fitter or the most senior Service-Fitter shall be assigned to Lead Service-Fitter on that crew and shall receive the Lead Service-Fitter rate of pay in accordance with the provisions of Article 19, Section 6.

3. It is agreed that the Tuesday through Saturday schedules will be filled on a voluntary basis to the extent possible, otherwise, employees will be selected in the reverse order of seniority to fill the schedules. Failure by the Company to give an employee forty-eight (48) hours notice when assigned a Tuesday through Saturday schedule shall cause the first day to be paid at the appropriate overtime rate.
4. An employee assigned as Contractor Inspector shall be paid the Lead Service-Fitter rate of pay or the employee's own rate of pay, whichever is higher.
5. Article 4, Section 3, Day Worker classification is modified for all Gas Distribution departments to provide for start times to not necessarily be uniform. Assignments will be made using volunteers first, then reverse order of department seniority.
6. When employees are assigned to Gas Emergency Response for their workday, they shall receive the Sr. Service Fitter rate of pay for that day.
7. When employees are assigned to a class one order (gas leak (code L1 or E1), fires, explosion, asphyxiation), they shall be paid at the Sr. Service Fitter rate of pay in accordance with Article 19, Section 6. Hours in the workday may be accumulated for the purpose of determining upgrades.

B. DISTRICT GAS DEPARTMENTS

SPECIAL RULES

1. (a) Employees qualified as Journeymen in the various Denver Gas departments who transfer for any reason to a district gas department, will be classified as a Service-Fitter in training. During the training period, they will receive the same rate of pay as a Service-Fitter. Employees will be required to successfully complete the appropriate lessons and pass a test on those lessons for the Service-Fitter Apprenticeship Program, within a three (3) year period. The lessons and the test will be administered by the Gas Divisional Functional Joint Apprenticeship Committee. The lessons and the test will only apply to lessons not completed while in the previous department. The lessons and test must be completed before the employee is awarded the classification of Service-Fitter.
- (b) If the employee does not complete the required training within the three (3) year period, the employee shall be transferred back to the employee's original department and division at the employee's own expense. When an

employee is transferred back, former seniorities shall be forfeited except for the purpose of reduction in force for any reason. New department and division seniorities will start from the date of the transfer back.

- (c) Employees qualified as cross-trained journeymen in the Gas Department Denver or who have completed the Gas Department Denver Gas Service-Fitter Apprenticeship Program and who transfer for any reason to a District Gas Department, will be classified as a Service-Fitter and will be exempt from Paragraphs (a) and (b) above.
- 2. (a) Employees who bid to a Lead Welder job classification must be certified for the Lead Welder position at the Gas Mechanical Shop in Denver. After certification, they will be designated as a Lead Welder Trainee and will receive the same rate of pay as a Lead Welder. They will continue in training by working in the field and shop for experience. The appropriate lessons of the Welder Apprenticeship Program will be completed within a three (3) year period of time.
 - (b) The Functional Joint Apprenticeship Committee will periodically review the employee for progress and for qualification to advance to Lead Welder. If the employee fails the qualifications of a Lead Welder, the employee will be returned back to the employee's former job classification.

C. GAS DEPARTMENT - DENVER

SPECIAL RULES

- 1. Day Workers normally shall be assigned schedules Monday through Friday or Tuesday through Saturday; except regular trouble crews, Construction and Maintenance Line of Flow, may be scheduled for Saturday and Sunday work. When a Day Worker is required to work on a day outside of the scheduled workweek, the employee shall be paid at the overtime rate.
- 2. In order that the Company may take care of its service requirements twenty-four (24) hours each day, the Company shall have the prerogative of assigning as many employees in the Service Line of Flow, as are necessary, to Shift Worker and/or Scheduled Worker classifications for periods of not less than one (1) week in duration. When so assigned, a Service-Fitter shall be paid at a Senior Service-Fitter wage rate. These employees, when not assigned to Shift Worker or Scheduled Worker classifications, shall revert to the Day Worker classification.

This condition shall not constitute a vacancy in accordance with Article 19, Section 1 of this Agreement.

It is also made part of this Agreement that Company personnel in addition to those assigned to Gas Emergency Dispatch, may issue or assign orders (except emergency and Class 1 orders) by way of radio, telephone or other means deemed appropriate

by management. Both parties agree that any past practices which may have existed in relation to this issue are hereby waived.

3. The Company and the Union shall each appoint three (3) representatives as a committee for resolving problems concerning overtime distribution peculiar to the Department.
4.
 - (a) In order that the Company may take care of its service requirements, the Company may assign any qualified Journeyman from within any Line of Flow to any other Line of Flow on a temporary basis. Such temporary assignments, when they can be made at the beginning of a workday, shall be made following normal procedures, i.e., voluntary, reverse order of seniority from volunteers established the preceding Friday. These normal procedures shall not apply after the beginning of the shift.
 - (b) Journeymen in the Department who are temporarily assigned to a Line of Flow other than their primary Line of Flow, shall not have their existing worker classification affected by such assignment.
 - (c) When it becomes necessary to make temporary assignments to a different permanent headquarters, such assignment will be made in accordance with Article 3, Section 4 of the Agreement. Temporary assignments to a different permanent headquarters shall not exceed sixty (60) calendar days. These temporary assignments will be made following normal procedure, i.e., voluntary, reverse order of seniority.
5.
 - (a) Special trouble crews shall consist of one (1) Working Foreman, Construction and Maintenance, and either a Lead Service-Fitter, Construction and Maintenance, or a Service-Fitter, Construction and Maintenance. These crews shall be assigned to the Gas Emergency Repair Unit. Up to four (4) crews may be assigned to work an afternoon schedule (Monday through Friday or Tuesday through Saturday). This assignment will not exceed more than one (1) crew assigned to a Tuesday through Saturday schedule. There may be one (1) crew assigned to an early start schedule. Employees working on any of the special trouble crews assigned to schedules other than a day schedule will be considered Scheduled Workers. These shifts and schedules will be filled by normal procedure, i.e., voluntary, reverse order of seniority.
 - (b) Whenever a total of three (3) or more employees are assigned to work together as a crew in the Service Line of Flow, the employee in charge shall be a Foreman (Working) or a Lead Service-Fitter, or the most senior Journeyman assigned to the crew will be upgraded to Lead Service-Fitter in accordance with the provisions of Article 19, Section 6.
6. When an employee is absent and when it becomes necessary to make an assignment to their classification, from a lower classification, such assignment shall be awarded to the senior qualified employee at the service center within the same Line of Flow.

7.
 - (a) Bids within the Department will be honored by Line of Flow seniority first, department seniority second, and by division seniority third. Line of flow seniority shall be defined as the length of time to the nearest calendar day, except as modified in Article 15, Sections 7 and 8 of this Agreement, that an employee shall have been engaged in the work of their particular line of flow in the Department.
 - (b) If a Journeyman should decide to bid back to the Specialist-in-Training level in a different line of flow, that Journeyman will retain division and department seniority, but will lose all line of flow seniority.
 - (c) If a Journeyman should decide to bid to Specialist-in-Training, that employee shall be classified as a Specialist-in-Training, and will be paid at the Service-Fitter rate of pay while in training. Upon completion of the Specialist-in-Training program and advancement by the FJAC, the employee shall be classified as a Service-Fitter in the employee's new line of flow.
 - (d) If the employee does not complete the required Specialist-in-Training Program for any reason, the employee shall be returned to the employee's previous classification. When an employee is returned, former line of flow seniorities shall be forfeited. New line of flow seniority will start from the date of the employee's return.
8.
 - (a) It has been agreed to that a RIF in the department is defined as a decrease in the total number of people in the department and that a reallocation of the workforce in the department is defined as the assignment (movement) of personnel from one line of flow to another line of flow to meet workload on a regular basis (not a temporary assignment).
 - (1) To better clarify a demotion within a line of flow shall not constitute a RIF in the Department unless there is a decrease in the total number of employees within the Department.
 - (b) All RIF's in the department will be accomplished utilizing department seniority as defined in Article 15, Section 3 of the Agreement. The person(s) RIF'd will be the person(s) with the least amount of department seniority in the department, regardless of classification or line of flow seniority.
 - (c) After the RIF is completed, the Company will then reallocate personnel among the three lines of flow as necessary. This reallocation will be accomplished utilizing volunteers first and then reverse line of flow seniority second; that is, the person(s) with the least amount of line of flow seniority in the affected line of flow will be reallocated to the line of flow required by the Company.

- (d) If, as a result of a reallocation, a person(s) is forced back to a line of flow from which that person(s) had previous line of flow seniority, all previous line of flow seniority will be reinstated.
9. (a) If a Specialist-in-Training is forced to change lines of flow, their initial schedule of pay increases will be maintained.
- (b) Employees who are assigned by the Company from their primary line of flow to a different primary line of flow within the department will be allowed one preferential opportunity to return to a vacancy in their former line of flow in the department. This opportunity will be given after promotions, demotions, and changes of headquarters are accomplished within the line of flow. Employees exercising this opportunity will have their previous line of flow seniority restored upon returning. Any employee who fails to exercise this opportunity at the first opening will forfeit any rights to this provision.
10. When it becomes necessary to fill a shift or schedule, it will be filled by normal procedure, i.e., voluntary, reverse order of seniority, from those employees within the line of flow at that headquarters.
11. When exercising change of headquarters requests for any reason in the Gas Department - Denver, the following procedure will be utilized:
- (a) The employees currently assigned at the permanent headquarters will be given the opportunity to fill the vacant shifts, schedules, or primary job assignments based on their existing line of flow seniority before any change of headquarters requests are exercised.
 - (b) Within the Service Line of Flow, service truck openings will be posted. The truck opening will be offered to the most senior employee in the Service Line of Flow; regardless of primary job assignment, who signed for the truck opening. An employee exercising this option will give up any bidding rights or rights of primary job assignment as granted by Letter of Agreement P-88-0075.
 - (c) The employee(s) accepting assignment to a new permanent headquarters will fill the remaining vacant shift, schedule, or primary job assignment.
12. Foremen (Working)-(Service and Fitting), Service Line of Flow, will be allowed to direct the work of any Journeyman in the Service Line of Flow on Saturdays, Sundays, and Holidays.
13. Graveyard shifts, except those worked in dispatch, are voluntary, or filled by reverse order of seniority, and will be filled by Senior Service-Fitters or Service-Fitters (Service Line of Flow) and will be distributed equitably per Article 7, of this Agreement. The graveyard shift workers will work a seven (7) day schedule. The

number of workers assigned to this shift is to be determined by the Company based on service requirements.

14. The Company agrees that Sunday shifts, except as stipulated in Section 13 above, will continue to be filled on an overtime basis. The number of workers assigned to Sunday shifts is to be determined by the Company based on service requirements.
15. At 3rd and Lipan Distribution Center (LDC) for purposes of Permanent Headquarters, the Denver Metro Operations (DMO) Construction and Maintenance Crews shall be considered one (1) Permanent Headquarters. The Gas Emergency Repair (GER) shall be considered a second Permanent Headquarters, even though both are at the same Service Center.

Temporary assignment to Working Foreman in the Gas Emergency Repairs Unit shall come from the Lead Service Fitter classification in the Construction and Maintenance Unit (DMO) as long as there are no Lead Service Fitters in the Gas Emergency Repairs Unit. Such assignments when necessary will not be made for vacation relief, personal leave days or illness for periods of two (2) workdays or less and when the Company has less than 24 hours notice. For purposes of temporary assignment between DMO Construction and Maintenance and Gas Emergency Repairs, prior notice of such will not be required.

D. GAS MECHANICAL SHOP

MACHINE OPERATOR - BORING MACHINE

1. When not performing the directional bore function, Machine Operators and Operator Assistants shall be assigned to assist Welders, Lead Welders and Foremen (Working) in the Gas Mechanical Shop Department within their documented level of training and as verified by the Joint Training Committee. When such an assignment is made, the employee shall work the same hours as the department to which the employee is assigned.
2. All employees in the Gas Mechanical Shop Directional Boring Line of flow shall be considered as part of the Core Work Force.
3. Training.

A training period of up to six (6) months shall be provided to Operator Assistants. All training shall be under the direction of the Joint Training Committee comprised of, one (1) Management and one (1) Union. The employee(s) will receive training from Supervisors, Lead Machine Operators and Machine Operators. Management may use other services to provide additional training.

JOINT TRAINING COMMITTEE

Duties:

- 1) Joint Training Committee shall meet from time to time to carry out the duties of the Committee.
- 2) To formulate and put into operation a training program appropriate for the respective classifications, which they represent. This program, subject to the approval of the System Supervisory Joint Apprenticeship Committee, shall include:
 - (a) A schedule of work experience and job rotation plan that will give the Trainee adequate experience in all phases of the training program.
 - (b) A suitable course and schedule of related technical training for each Trainee.
 - (c) Appropriate instruction for the various machines.
- 3) To maintain a system of records that will satisfactorily show the record of each Trainee's progress in a program.
- 4) Subject to appeal to the System Supervisory Joint Apprenticeship Committee:
 - (a) To accept or reject employees applying for training through transfer or promotions.
 - (b) To advance Trainee's in their program.
 - (c) To retain Trainee's in any step in a program for further training.
 - (d) To eliminate Trainee's from the program. Any Trainee eliminated from the program shall be reduced to their former classification. When a Trainee has been eliminated from the program, they shall not be eligible to re-sign for any vacancy within Gas Mechanical Shop Directional Boring Line of Flow, for a period of two (2) years.
- 5) Any matter requiring action that is not resolved by the Joint Training Committee shall be submitted to the System Supervisory Joint Apprenticeship Committee.
- 6) Joint Training Committee shall provide the System Supervisory Joint Apprenticeship Committee with the records that they request on Trainee's.

4. Start Times.

Lead Machine Operators, Machine Operators and Operator Assistants normal starting time of the workday shall be established by the Company to work eight (8) hours per day starting not earlier than 6:00 a.m. or later than 9:00 a.m. and it shall not be necessary to be uniform within this Department. The starting time of the workday may be changed within the above limits provided that forty-eight (48) hours notice has been given. When such notice has not been given the employees shall be paid at the one and one-half (1 1/2) times rate for the first day of such assignment. These employees may be assigned schedules of Monday through Friday or Tuesday through Saturday.

5. Seniority.

- (a) Employees currently in the Gas Mechanical Shop Directional Boring Line of Flow within the job Classifications of Lead Machine Operator, and Machine Operator, who did not come from Utility Services Department and Division, shall start accruing seniority in the Utility Services Department and Division effective date of signing. In addition, their Gas Mechanical Shop Directional Boring Line of Flow shall continue.
- (b) Employees in the classification of Operator Assistant while in the Gas Mechanical Shop Directional Boring Line of Flow shall continue to accrue Department and Division seniority within the Utility Services Department and Division and in the Gas Mechanical Shop Directional Boring Line of Flow.

6. Vacancies.

- (a) Notwithstanding the provisions of Article 16, for vacancies within the Gas Mechanical Shop Directional Boring Line of Flow for a Lead Machine Operator or the Machine Operator classification it shall be the policy of the Company to promote its own employees, and only when employees who have successfully completed the Machine Operator Training cannot be obtained within the Department or when qualified employees will not accept promotions, shall the Company vary from this policy.
- (b) When a posting is put up for Lead Machine Operator or Machine Operator it shall state, "In order to bid to any position within the Company, a Lead Machine Operator or Machine Operator must have been a Lead Machine Operator and/or Machine Operator for a least two (2) years."
- (c) Notwithstanding the provisions of Article 16, for vacancies within the Gas Mechanical Shop Directional Boring Line of Flow for an Operator Assistant the Company shall post such vacancy within all Utility Services Department and Division first, only when employee will not accept the promotions, shall the Company vary from this policy.

- (d) When a posting is put up for Operator Assistant it shall state, "In order to bid to any position within the Company, an Operator Assistant must have been an Operator Assistant for a least one (1) year.

7. Upgrades.

- (a) A Machine Operator shall be considered as a qualified Lead Machine Operator. Notwithstanding Article 19, Section 1, when a Machine Operator is upgraded to Lead Machine Operator it shall be done in accordance with Article 19, Section 6 of the Labor Agreement.
- (b) Upon the successful completion of the training program, the Operator Assistant shall be considered qualified Machine Operator. Notwithstanding Article 19, Section 1 when a Operator Assistant is upgraded to a Machine Operator it shall be done in accordance with Article 19, Section 6 of Labor Agreement.

8. Crew Compliments.

- (a) Each crew shall consist of at least one (1) Lead Machine Operator, one (1) Machine Operator and as many Operator Assistants as needed to safely complete the job assignment.

OPERATOR ASSISTANT, DIRECTIONAL BORING

1. Notwithstanding the provisions of Article 16, prior to acceptance of a Machine Operator position, and after the one (1) year time commitment has expired, the Operator Assistant shall have three (3) options as follows;
 - (a) Remain in the position of an Operator Assistant.
 - (b) Return to a Utility Worker C position if a position is available.
 - (c) Bid on a position of Machine Operator if a position is available.
2. When a Operator Assistant accepts a Machine Operator position prior to the one (1) year time commitment expiring, the one (1) year time commitment for Operator Assistant Directional Boring shall be considered as completed.

3. Operate Truck and Trailer Combinations.

MACHINE OPERATOR, DIRECTIONAL BORING

1. Notwithstanding the provisions of Article 16, prior to acceptance of a Lead Machine Operator position, and after the two (2) year time commitment has expired, the Machine Operator shall have the option of accepting a posting or change of headquarters back to

the primary job function of a Utility Worker B in training. The Machine Operator shall maintain the wages of a Utility Worker B.

2. Machine Operators shall be qualified to hook apparatus to material to be pulled back.
3. Operate Directional Bore Machine.
4. Operate Backhoe.
5. Operate Pneumatic Tool: Jack Hammer and Rotary Drill.
6. Perform the job duties of Operator Assistant.

LEAD MACHINE OPERATOR, DIRECTIONAL BORING

1. Notwithstanding the provisions of Article 16, and after the two (2) year time commitment for the Lead Machine Operator and/or Machine Operator has expired the Lead Machine Operator shall have the option of accepting a position or change of headquarters back to the primary job function of a Utility Worker B in training. The Lead Machine Operator shall maintain the wages of a Utility Worker B.
2. Perform the job duties of lower classifications.

E. HIGH PRESSURE GAS DEPARTMENTS

APPRENTICE FIELD OPERATOR

1. An Apprentice Field Operator is an employee selected and classified as such for an apprentice training period of four (4) years.
2. Apprentice Field Operators shall be under the direction of and shall receive their training and instruction primarily from Supervisors, Working Foremen and Field Operators.

SPECIAL RULES

1. Laborers may be employed in this division for temporary work.
2. Lead Differential. When a crew is established without an assigned Foreman (Working) that consists of three (3) or more Field Operators for a period of two (2) hours or longer, the appropriate supervisor may assign one (1) of the Field Operators to act as the person charged with the responsibility of directing or coordinating the work of the crew ("Lead"). The designated Lead will receive a differential in pay of one dollar (\$1) per hour effective June 1, 2009, one dollar and four cents (\$1.04) per

hour effective June 1, 2010, and one dollar and eight cents (\$1.08) per hour effective June 1, 2011, for the two (2) hour or longer period so worked.

3. Contract Inspector - When an employee is assigned by the Company to do the inspecting of contractors' work on Company facilities, the employee shall be paid a differential of twenty-four cents (\$.24) per hour when so assigned. The Company will, when assigning an Apprentice or Roustabout to Contract Inspector work, pay the Field Operator wage rate and the Contract Inspector differential for all hours so assigned. Laborers shall not be assigned to Contract Inspector. Effective on the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
4.
 - (a) The Company may employ Roustabouts for a period not to exceed four (4) years per employee. During this four (4) year period, when an apprenticeship is made available within their division, the Roustabout will either enter the apprenticeship program or within one hundred twenty (120) calendar days after the filling of the apprenticeship opening, obtain another job within the Company. Failure to exercise one of the above options in the allotted time shall result in termination of Company employment.
 - (b) No more than one (1) Roustabout shall be employed for each three (3) employees in the aggregate classifications of Foreman (Working), Certified Welder and Field Operator. This ratio shall be computed on a Company-wide basis.
5. A joint committee of two (2) will be appointed, one (1) by the Company and one (1) by the Union, to assure that Field Operators receive specialty training from those employees who have previously received specialty training.
6. Nonscheduled Worker.
 - (a) A Nonscheduled Worker is an employee, other than a Shift Worker, whose duties as to time of performing them are of such a nature that a regular schedule of hours is impractical.
 - (b) The basic workday of a Nonscheduled Worker shall not be limited as to the number of hours worked.
 - (c) The basic workweek of a Nonscheduled Worker shall be forty (40) hours per workweek, with two (2) days off. Days off shall be consecutive, although not necessarily in the same workweek. Changes in work scheduling from Monday through Friday to Tuesday through Saturday and vice versa may cause deviation in days off.
7. Application for Transfer.

Vacancies filled by transfer shall be filled as identified in Exhibit D, High Pressure Gas Department.

X. GAS STANDARDS DEPARTMENTAL RULES

1. For the purposes of assigning out of town work, Article 19, Section 21, Paragraph (a), shall apply by definition crews can be one individual.
2. The classifications in this Department are Day Workers as defined in Article 4, Section 3, Paragraph (a) and who are normally required to work eight (8) hours per day starting no earlier than 6:00 a.m. and no later than 8:00 a.m., non-uniform.
3. Joint Training Committee.
 - (a) A Joint Training Committee will establish the Company's training program for the Gas Standards Technician. Training program will consist of two (2) years in four (4) six month increments of training and progression. Employees entering the training program must complete all training required to be qualified for the Gas Standards Technician.
 - (b) In addition to in-house training, the Company will continue to provide support and resources for the Gas Standards Technicians position as determined to be appropriate by the training committee.
 - (c) Attendance for the Gas Standards Technicians at conference and seminars may be submitted to Joint Training Committee with recommendations being made for management consideration.
4. Tools, equipment and the appropriate space will be provided by the Company for Gas Standards Technician to perform work.
5. The Division for Gas Standards personnel will be Denver, with headquarters at LDC. In the event of an assignment to a temporary headquarters outside the Denver Metro areas, the Company will provide Company vehicles for all Gas Standards Technician work/assignments.

XI. METER REVENUE DEPARTMENTAL RULES

METER READING and COLLECTIONS

1. (a) Part-Time Employees. A part-time Meter Reader is one hired to fill a position which normally requires less than forty (40) hours per week to perform.
- (b) The working schedule of a part-time Meter Reader is normally less than forty (40) hours per week and shall be so scheduled to work a variable schedule of hours and days within the same hours of the basic workday and basic workweek of a Meter Reader. Such employee shall not be hired or used for the purpose of replacing or reducing the number of regular employees. Provided however, that part-time Meter Readers shall be allowed to replace regular employees for vacation relief or during sick leave or for other purposes that may be mutually agreed upon in writing between Company and Union. In the Denver Area, the maximum number of part-time Meter Readers will be limited to two (2) in each Denver Division Headquarters.
- (c) A part-time Meter Reader, who in any consecutive twelve (12) month period works in excess of 1,560 hours, shall become a regular employee. The Company will then declare a vacancy and the part-time Meter Reader who became full-time will exercise their seniority rights for location preference.
- (d) When a part-time Meter Reader accumulates 1,040 straight-time hours, the employee will be promoted to the next rate step and the process continued until the part-time employee reaches the Thereafter rate step. If the part-time employee is changed to regular employee status, the starting pay would be the rate step nearest the accumulated straight-time hours worked.
- (e) A part-time Meter Reader has no department or division seniority. However, for the purposes of promotion and demotion, if no regular employee within the department has applied for the position, the part-time employee's term of employment will be used.
- (f) Part-time employees will receive holiday pay on a prorated basis according to the number of hours regularly worked within their normal workday. Part-time employees are not eligible for other benefits, such as sick leave pay, death or disability allowances, compensated leave, nor any of the benefits of Article 11, Other Employee Benefits, except Section 2, Retirement, provided sufficient hours are worked to qualify under the Plan. Medical Insurance, Dental Plan coverage will be available to Part-time employee at a cost sharing rate of 75% paid by the Company and 25% by the employee. The Vision Plan coverage will be 50% Company

and 50% employee cost sharing. Part-time Meter Readers are entitled to vacation pay on a pro-rated basis.

- (g) Part-time Meter Reader and Temporary Employee Meter Reader shall not be utilized in the same Division. Temporary employees shall not be hired to replace or reduce the number of regular employees on a permanent basis.
- 2. Term of Employment. Term of employment shall mean that period of time during which an individual has been last continuously engaged as a regular, part-time and/or temporary employee for Company and its subsidiary or predecessor companies either in or out of the bargaining unit, including authorized leaves of absence as provided in Article 14. Employees who may be laid off and recalled to work under provisions of Article 15, shall not suffer any loss of term of employment during the period of layoff. Part-time employees term of employment shall be pro-rated at the rate of one-day for each eight (8) hours worked at the straight time rate.
- 3. Employees at each permanent headquarters shall be allowed to take their vacation preference in the order of their term of employment, by classification, provided, however, those employees entering the bargaining unit after the date of September 14, 1981, shall take their vacation preference in the order of their department seniority.
- 4. Order Readers who are required to use their personal vehicles for the purpose of reading meters and who are not required to return to their headquarters at the end of an assignment will be paid an allowance of sixty-five dollars (\$65) per month. However, during those months when the personal vehicle is NOT used each workday or the employees are required to return to their headquarters at the end of their workday, the sixty-five dollars (\$65) allowance will be reduced on a prorated basis of total workdays possible to total days used.
- 5. Employees who are required to use their personal vehicle for the purpose of reading meters and who are not required to return to their headquarters at the end of an assignment will be paid an allowance of fifty dollars (\$50) per month. However, during those months when the personal vehicle is NOT used each workday or the employees are required to return to their headquarters at the end of their workday, the fifty dollars (\$50) allowance will be reduced on a pro rata basis of total workdays possible to total days used.
- 6. The Company will provide safe and reliable vehicles for Field Credit Representatives.
- 7. All employees who are required to drive their personal vehicle for Company business will be required to provide proof of insurance that indicates a minimum of \$100,000 liability coverage.
- 8. Order Readers, Meter Readers, Van Operators and Field Credit Representatives

who are required to use their personal vehicle for Company business will receive a payment of two hundred twenty-five dollars (\$225) for vehicles by the second pay period in January and July.

9. Safety Devices.

- (a) The Company shall furnish such safety devices as may be needed for the safety of its employees. The Company agrees to furnish first aid kits, sunscreen, and UV sunglasses available from Company stock.
- (b) Company shall furnish protective clothing to employees as may be deemed necessary. Such clothing shall include raincoats, hats, pants and rubber footwear from current Company stock.
- (c) The Company agrees to provide the necessary tools and equipment required in order for Field Credit Representatives to do the job efficiently and safely.
- (d) The Company may require employees to wear PSCo picture nametags for identification purposes.

10. It shall not be considered a violation of this Agreement for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided, or when facilities and meter locations are not maintained in a safe condition. An employee who encounters such conditions shall notify the appropriate supervisor as soon as possible.

11. The Company will provide self-defense training to employees every other year.

12. Seniority. In order to provide for the orderly training and advancement of employees, the filling of vacancies and layoffs occasioned by curtailment or retrenchment of operations, the job classifications of all employees have been arranged as shown in Exhibit A, which sets forth the department and divisions, and each employee shall have (a) term of employment, (b) department, (c) division, and (d) headquarter, seniorities as defined below:

- (a) Term of employment shall mean that period of time during which an individual has been last continuously engaged as regular employee for Company and its subsidiary or predecessor companies either in or out of the bargaining unit, including authorized leave of absence as provided in Article 14. Employees who may be laid-off and recalled to work under provisions of Article 15, shall not suffer any loss of term of employment previously accrued.

(b) Department Seniority.

- (1) Order Readers, Meter Readers, Van Operators and Meter Revenue Technicians shall be defined as the length of time to the nearest

calendar day, except as modified in Article 15, Sections 6 and 7 that an employee shall have been engaged in the work of the Meter Reading Department prior to August 1, 2003, and in the work of the Meter Revenue Department subsequent to August 1, 2003.

- (2) Field Credit Representatives shall be defined as the length of time to the nearest calendar day, except as modified in Article 15, Section 6 and 7, that an employee shall have been engaged in the work of the Collection Department prior to August 1, 2003, and in the work of the Meter Revenue Department subsequent to August 1, 2003.

(c) Division Seniority.

- (1) Order Readers, Meter Readers, Van Operators and Meter Revenue Technicians shall be defined as the length of time to the nearest calendar day, except as modified in Article 15, Section 6 and 7, that an employee shall have been engaged in the work of the Meter Reading Department prior to August 1, 2003, and in the work of the Meter Revenue Department subsequent to August 1, 2003, within the division.

- (2) Field Credit Representatives shall be defined as the length of time to the nearest calendar day, except as modified in Article 15, Sections 6 and 7, that an employee shall have been engaged in the work of the Collection Department prior to August 1, 2003 and in the work of the Meter Revenue Department subsequent to August 1, 2003 within the division.

- 13. Promotions and Demotions. For Order Reader vacancies, at the end of the ten (10) day posting period, Company will remove the notice and take note of any change of headquarters requests for that location from other Order Readers. To be considered, a change of headquarters request must have been filed prior to the date on which the posting notice is removed. Order Readers at the headquarters where the vacancy exists must notify the Order Reader's supervisor during the ten (10) day posting period to be considered for the opening. If an Order Reader has greater Denver division seniority than any Meter Reader applicant, the job shall be awarded to such Order Reader based upon Denver division seniority, and then the vacancy, without further posting, shall be at the location vacated by the Order Reader.
- 14. Application for Transfer In the event the notice of a vacancy in one (1) division is posted in the division of an employee who wishes to transfer, such employee's signature on the posting notice will be considered as the written application for transfer in this particular instance.
- 15. Vacancies within the department will be filled first by transfers within the department within the line of flow by department seniority and then by transfer

applications from other lines of flow by department seniority. First considerations for transfer applications from other lines of flow will be given to employees who are in the same division as the vacancy.

16. Work at Higher Classification. All provisions of Article 19, Sections 6 apply. However, if the employee's wage rate is a personal rate and is higher than the Order Reader first year rate, the employee will be paid at the personal rate. The rule is subject to the limitations of Article 19, Section 5.
17. Inclement Weather. Employees are expected to be reasonably prepared to perform their duties in most types of weather conditions.
 - (a) Hazardous Weather Conditions. Employees are not required to work in weather conditions which represent a real or apparent hazard to employees' life or health.
 - (b) Extremely Uncomfortable Weather. Employees on their daily work assignments may cease working on their field assignments in extremely uncomfortable weather at the employee's discretion and must contact their supervisor.
 - (c) Company supervisors shall make every reasonable effort to prioritize types of accounts to be worked on days when extremely uncomfortable weather or hazardous weather conditions are present or anticipated.
 - (d) Employees working in extremely uncomfortable or hazardous weather conditions may temporarily leave the route area when necessary to change clothing, warm up, or cool off as necessary to protect him or her from inclement weather.
18. Company agrees to furnish flashlights, dog spray, dog treats, side cutters and binoculars/monoculars. Bolt cutters and other items will be available on an as needed basis as determined by the supervisor.
19. Meter Readers shall be allowed to choose their assignments on a vacant set of books and AMR routes based on department seniority within each division. New unassigned growth books that reach full capacity will be posted for bid by department seniority within that division. The vacant book will then be the unassigned (not posted) book and put up for bid by department seniority within that division.
20. Field Credit Representatives shall be allowed to choose daily location assignments based on department seniority within that division.
21. Bonus. Minimum errors reading meters per month - Meter Readers / Order Readers: 0 - .014% of meters read = \$20; .015% - .034% of meters read = \$15.
22. The Company shall continue to provide the Union with as much notice as

practical of major technological changes in its business which may have a significant effect on employees. When necessary, as a result of such technological changes either the Company or the Union may request to meet in accordance with Article 2, Section 2. It is the Company's intent to make reasonable effort to avoid layoffs and to attempt to handle reductions due to technological change through attrition.

23. Existing employees who bump to Van Operator positions will be "red-circled" at their rate of pay. Such employees shall not be eligible for any wage increase until such time as the Van Operator rate is equal to their rate.

REVENUE INVESTIGATIONS

1. The Revenue Investigation job classifications are Revenue Protection Investigator, Revenue Protection Investigator In Training and Revenue Protection Analyst. The worker classification will be Day Worker/Schedule Worker.
2. Article 4, Section 3, Day Worker classification shall be modified to provide for start times between 6:00 a.m. and 8:00 a.m., not necessarily uniform.
3. Employees entering into the Revenue Protection Investigator classification will require one (1) year of training as a Field Credit Representative. If the employee already has one (1) year of experience as Field Credit Representative they will be directly slotted into the Revenue Protection Investigator In Training.
4. Revenue Protection Investigators will have the option to take portable computers home with management approval.
5. Basic Equipment and Tools. The Company will determine and provide basic equipment and tools needed for work.
6. Revenue Protection Investigators and Revenue Protection Investigators In Training 2nd and 3rd years who are required to drive their personal vehicle for Company business will be required to provide proof of insurance that indicates a minimum of \$100,000 liability coverage.
7. Revenue Protection Investigators and Revenue Protection Investigators In Training 2nd and 3rd years who are required to use their personal vehicle for Company business will receive a payment of \$225 for vehicles by the second pay period in January and July.
8. While performing Revenue Protection field duties Revenue Protection Investigators will be allowed to return the meter and leave the meter housing in a safe condition.
9. The start and end of the workday may occur away from the office with prior approval from management.

XII. METROLOGY DEPARTMENTAL RULES

1. (a) The job classification for the Metrology Department will be Day Worker and Day Worker/Schedule Worker.

 (b) The dual worker classifications in the Metrology Department will apply only to those employees that are hired or transferred into these Metrology Department classifications after October 14, 2002. Employee's that hold the DW classification as of October 14, 2002, will still bear the DW classification only; and these employees may volunteer for the DW/SCHW dual worker classification without losing their DW worker classification. Such conditions for volunteer SCHW classification will be mutually agreed to between the Company and the Union.
2. Organization and Distribution. Working Foreman, Senior Metrologist/Load Management Specialist, Metrologist Trainee (determined by Metrology Department openings and FJTC) and G and E Meter Specialist.
3. The division for Metrology employees will be Denver, with headquarters at the Materials Distribution Center and Lipan Distribution Center.
4. The work areas will consist of all of the Company's service territories and outside entities/agencies as agreed upon by the parties.
5. Workday. Start time no earlier than 5:30 a.m. and no later than 8:00 a.m. not necessarily uniform. When necessary to fill an overtime schedule, it will be filled on a voluntary basis by classification and/or in accordance with Article 7.
6. Basic Equipment and Tools. The Company will determine and provide basic equipment and tools needed for work and safety protection.
7. Electronic Calibration Equipment. Electronic calibration and repair equipment (basic and advanced) needed for calibration and/or repair of all types of electronic instrumentation used throughout all of the Company and outside entities. Computers used for specific test equipment.

XIII. SERVICE INVESTIGATION DEPARTMENTAL RULES

1. The department consists of five (5) classifications: Senior Service Investigation Specialist, Service Investigation Specialist, Project Analyst, In and On Building Specialist and Trainee. The worker classifications will be Day Worker, Denver Division with work areas in Colorado and Wyoming.
2. The basic workweek with start time no earlier than 6:00 a.m. and no later than 8:00 a.m., as outlined in Article 4, Section 3(a). When necessary to fill an overtime schedule, it will be filled on a voluntary basis and then based on reverse seniority.
3. The workload will be distributed as equitably as possible. Projects will be completed by the person who started the project, as practically as possible, including overtime. In the event of departmental expansion, change in existing territorial boundaries, or change in existing reporting headquarters, the parties agree to negotiate these conditions and allow bidding by seniority. Sr. Service Investigation Specialist, Project Analyst and In and On Building Specialists are exempt from territory assignments.
4. Company vehicles will be provided for use by Service Investigation employees.
5. Basic items needed for fieldwork, safety and protection will be provided. Computer equipment, software, hardware, analog and electronic monitoring equipment necessary to perform analysis will also be provided.

XIV. STORES DEPARTMENTAL RULES

SPECIAL RULES

1. Existing employees transferring into the Stores classifications who need or are required to have a Colorado Commercial Drivers' License (CDL) will be trained by the Company. The time to take the test(s) and the expense of the test(s) will be borne by the Company for the first test(s) only. Applicants hired from outside the Company may be required to have a CDL as a condition of employment.
2. The Stores Bargaining Unit personnel shall be permitted to move any and all delivery service, goods and equipment within any Company facility.
3. In regard to the Stores Department job classifications designated as dual worker classifications of DW/SCHW, the dual worker classification will apply only to those employees who are hired or transferred into these aforementioned Stores Department classifications after July 1, 1984. Employees who hold the DW classification as of July 1, 1984, will still bear the DW classification only; and these employees can volunteer for the DW/SCHW dual worker classification without losing their DW worker classification. Such conditions for volunteer SCHW classification will be mutually agreed to between Company and Union.
4. All Storekeepers within the Denver Stores Department who are in the Stores Department as of December 31, 1997, when assigned to work without supervision at temporary storerooms, will be paid at the Grade Level 22 rate of pay for all hours worked.

XV. SYSTEM OPERATIONS DEPARTMENTAL RULES

A. TRANSMISSION DEPARTMENT

PATROLMAN

1. Employees classified as Linemen-Patrolmen shall be Journeymen Linemen.
2. When pole or tower work normally performed by Linemen-Patrolmen involves working on a fixture to which are attached other energized circuits of 2,300 volts or higher, if such work is on the same arm or above such energized circuits, it shall be performed by not less than two (2) Journeymen (Lineman Patrolmen or Journeymen Linemen) or one (1) of these assisted by an Apprentice Lineman (during second, third, or fourth year). This rule is not intended to replace Linemen Patrolmen with Apprentices.
3. Two (2) Lineman Patrolmen working together shall not be considered a regularly established line crew according to provisions in Article 20, Section VI, Part A, Special Rule 4.
4. Patrolmen or Patrolmen L & D regularly assigned to work with Lineman Patrolmen shall be classified as Day Workers when so assigned.

LINE CREWS

1. All applicable work rules for line crews in the Electric Distribution Department shall apply to Transmission Line crews in this department.
2. Following an employee's one (1) year anniversary date in the classification of Truck Operator Groundman will, when an apprenticeship is made available, either enter the Apprentice Lineman Program or within one hundred twenty (120) calendar days after the posting has been taken down, transfer to another job within the Company. Failure to exercise one of the above options shall result in termination of Company employment. Employees who entered into this classification prior to January 1, 1982, will be exempt from this rule.
3. Truck Operators shall be permitted to accumulate daily overtime in lieu of the provisions of Article 7, Section 8.
4. Laborers may be employed in departments where the classification does not appear in Exhibit A for the purpose of excavating trenches and manholes for underground construction and for right-of-way clearing.
5. Laborers may be hired in the Electric Line Department-Denver for a period not to exceed twelve (12) months unless otherwise agreed to by Company and Union.

B. ALL SUBSTATION DEPARTMENTS

APPRENTICE ELECTRICIAN

1. An Apprentice Electrician is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period, an Apprentice Electrician shall thereafter be classified as an Electrician.
3. Company shall not employ more than one (1) Apprentice Electrician for each employee in the aggregate job classifications of Electrician, Electrician Specialist and Electrical Foreman (Working).
4. Apprentice Electricians shall be under the direction of and receive their training and instruction primarily from Supervisors, Foremen (Working), Electrician Specialists and Electricians.

APPRENTICE ELECTRICIAN SPECIALIST (PLANTS)

1. An Apprentice Electrician Specialist (Plants) is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period, an Apprentice Electrician Specialist (Plants) shall thereafter be classified as an Electrician Specialist – (Plants).
3. Company shall not employ more than one (1) Apprentice Electrician Specialist (Plants) for each employee in the aggregate job classifications of Electrician Specialist - Plants and Electrical Foreman – Plants (Working).
4. Apprentice Electrician Specialist (Plants) shall be under the direction of and receive their training and instruction primarily from Supervisors, Foremen – Plants (Working), Electrician Specialists - Plants and Electricians.

SPECIAL RULES

1. All repair and maintenance work on energized conductors or equipment of 600 volts or more shall be performed by not less than two (2) employees who shall be Electricians and/or 4th year Apprentice Electricians, and all such work and work in a danger zone shall be performed as prescribed in the Safety Manual.
2. When a Working Foreman has been assigned to direct a particular crew, and is absent from that crew a total of two (2) hours or longer in any workday, the senior qualified employee on that crew shall receive Working Foreman rate for the two (2) hours or longer period so worked.

3. When a crew of three (3) employees consisting of one (1) or more Electrician Specialists or Electricians and the remainder of a lower classification is assigned to perform a job or jobs, the senior Electrician Specialist or Electrician shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for all hours worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
4. Not less than 50% of the Working Foremen, Electricians, Electrician Specialists, Apprentices, Helpers or Classified Mechanics within each classification in the Substation Department-Denver will be assigned as Day Workers by order of department seniority. Not less than 25% of the Working Foremen, Electricians, Electrician Specialists, Apprentices, or Helpers within each classification, in the Substation Departments-Northeast, Southern and Western, will be assigned as Day Workers by order of department seniority. It is agreed that SCHW work will be filled on a voluntary basis to the extent possible; otherwise, employees will be selected in the reverse order of seniority to fill the schedules. Start times may vary from one (1) workweek to the next; however, they shall not be modified within a given workweek. Employees can volunteer for the DW/SCHW dual classification without losing their permanent DW classification. Such conditions for volunteer SCHW classification will be mutually agreed upon between the Company and the Union.
5. Notwithstanding the provisions of Article 16, Electrician Specialists (Subs) and Electrician Specialists (Plants) shall be assigned back to the classification and wage rate of Electrician if they so request in writing. When such written request is received, the move will be made as soon as the Electrician Specialist can be replaced with a qualified employee, but no later than sixty (60) calendar days after management receives the written request.
6. All out-of-town work shall be equitably rotated within the appropriate job classifications among all Electricians, Electrician Specialists, Apprentices and Helpers, except those permanently assigned to plant duty. When out-of-town work is required, employee(s) can volunteer to work the schedule worked in the out-of-town area. If employee(s) do not volunteer for the out-of-town work, the Company and Union will mutually agree upon the conditions of the out-of-town assignment.
7. Temporary employees, as defined in Article 3, may be hired upon the wage scale of Laborer.
8.
 - (a) The twenty-five (25) mile or thirty (30) minutes work rule is defined as the portal to portal distance or time required for an employee to travel from their principle residence to their permanent headquarters.
 - (b) All employees of the System Operations Division (with the exception of the Substation Department-Denver and the Electrical Test Department located in Denver) who are assigned to a permanent headquarters of the division as of August 15, 1993, will be grandfathered at their principle residence.

- (c) This work rule will apply when a staffing change is made resulting in a vacancy which requires the transfer or voluntary change of headquarters of any employee (with the exception of the Substation Department-Denver and the Electrical Test Department located in Denver) or the hiring of a new employee (with the exception of the Substation Department-Denver and the Electrical Test Department located in Denver) to fill the vacancy.
9. When a vacancy exists for an Electrician Specialist – Plants, it shall be the policy of the Company to post for such vacancy within all Substation Departments first. In the event there are no qualified employees signing said bid, a second posting may occur within all Substation Departments and at the specific power plant where the vacancy exists, for an Apprentice Electrician Specialist (Plants). At management's discretion, these postings may go up simultaneously. It will be noted on the posting there is only one vacancy and the order of filling the vacancy, as outlined in this section, will be followed. First consideration for the Apprentice Electrician Specialist (Plants) will be given to qualified bidders from within the Substation Departments, and only if there are no qualified bidders from within the Substation Departments shall the opportunity be extended to those signers within the specific power plant where the vacancy exists. When the bid for Apprentice Electrician Specialist (Plants) is awarded, the employee selected will be required to complete the Electrician Specialist – Plants Apprenticeship program. After successful completion of the Electrician Specialist – Plants Apprenticeship Program, employee shall be classified as an Electrician Specialist – Plants, and will not be eligible for Special Rule 5. If an employee puts in a change of headquarters or transfer to the classification of Electrician located outside of the power plants, the FJAC will determine what additional training is required to become competent in the duties and responsibilities within the appropriate Substation Department.

ELECTRICIAN SPECIALIST TRAINING

1. A Joint Electrician Specialist Certification Committee, consisting of three (3) representatives of the Union and three (3) representatives of the Company, shall develop, modify and approve training activities and qualification standards for promotion and permanent change of headquarters purposes. This committee will award Certified Electrician Specialist certificates to Trainees meeting the qualification standards. Should any differences or deadlocks arise among the Joint Electrician Specialist Certification Committee, they shall be referred to the Joint Labor Relations Committee as defined in Article 2, Section 2 for adjustment. If the Joint Labor Relations Committee deadlocks, the matter may be referred directly to the Third Step of the Grievance Procedure as described in Article 21.
2. Any disagreement over the application of approved training programs or qualification standards shall be referred to the Joint Electrician Specialist Certification Committee for review. Such an appeal must be made in writing within twenty (20) calendar days after the date of the disagreement. The Union shall have the right to represent Trainees at this review. The decision of the Joint Electrician

Specialist Certification Committee may be submitted to the Grievance Procedure as described in Article 21.

3. Formal training in Electrician Specialist technology will be provided by the Company and successful completion of this program will be a qualification standard for promotion to Electrician Specialist. A Trainee who does not qualify will be eligible to retake the program after a period of one (1) year, (12 months). If the qualification standard is not met on the second attempt, the Trainee will be eligible to retake the program after a period of two and one-half (2-1/2) years (30 months) and after passing an approved prequalification examination. If the qualification standard is not met on the third attempt, the Trainee will be ineligible to continue in the program and ineligible for advancement to Electrician Specialist.
4. Structured on-the-job training (OJT) will be accomplished as indicated in the training guides developed and approved by the Joint Electrician Specialist Certification Committee.
 - (a) Satisfactory completion of the appropriate OJT guide, provided the Trainee has been given the opportunity to complete said training guide during a sixty (60) calendar day on-the-job break-in period to occur within a one hundred eighty (180) calendar day time frame, will be a qualification standard for Electrician Specialist. The said one hundred eighty (180) calendar day period shall begin after being awarded a bid. If the Trainee does not meet this qualification standard, the Trainee will be returned to the Electrician classification and will be ineligible to bid for any Electrician Specialist openings for a period of six (6) months. If this qualification standard is not met on subsequent attempts, provided the Trainee has been given the opportunity to complete said training guide, that attempt will be treated as if it were a second attempt to meet the qualification standards of the formal training program as shown in Paragraph 4 above. The committee will accept training guides as complete only with all items signed off. All items must have been signed off in the twelve (12) month period immediately preceding the completion date. The on-the-job training and instruction will be primarily provided by Foreman (Working) and Electrician Specialists.
 - (b) Upon being awarded an Electrician Specialist bid and satisfactory completion of the OJT Guide, the Electrician will be promoted to Electrician Specialist classification. If satisfactory completion of the OJT Guide extends beyond sixty (60) calendar days of being awarded the Electrician Specialist bid, but not in excess of one hundred eighty (180) calendar days, Electrician Specialist pay will be accrued beginning on the sixty-first (61st) day and paid retroactively upon satisfactory completion of the OJT Guide.
 - (c) If an Electrician Specialist transfers, permanently changes headquarters, or is involved in a reduction in force, the Electrician Specialist must complete the appropriate OJT guide at the new location. The Electrician Specialist will complete the OJT guide within the first sixty (60) calendar days of the new job assignment, provided the Electrician Specialist has been given the

opportunity to complete said training guide during an on-the-job break-in period. If the Electrician Specialist is unsuccessful at completing the OJT guide for the new location in the specified time frame, the Electrician Specialist will be returned to the previous job classification, location and rate of pay without loss of former seniorities. If the Electrician Specialist is involved in a reduction in force and does not meet the OJT requirements for the new location, the Electrician Specialist will revert back to the provisions of Article 15, Section 10.

5. Notwithstanding the provisions of Article 20, Section XV, Electrician Specialists may not invoke the special provisions contained in Article 20, Section XV, Part B, Special Rule 5 of the Agreement for a period of three (3) years (36 months) after being awarded their current Electrician Specialist bid. This time period may be reduced at the sole discretion of the Company. After this period, the provisions of Article 20, Section XV shall apply.
6. Employees classified as Electrician Specialists, on or before June 1, 1989, and holding that classification continuously are exempt from this agreement except as provided in Sections 1 and 4, Paragraph (c) above.

C. SUBSTATION DEPARTMENT - DENVER

APPRENTICE MECHANIC

1. An Apprentice Mechanic is an employee selected for an apprentice training period of four (4) years.
2. After such training period an Apprentice Mechanic shall thereafter be classified as a Classified Mechanic.
3. Company shall not employ more than one (1) Apprentice Mechanic for each employee in the aggregate job classifications of Classified Mechanic and Shop Foreman (Working).
4. Apprentice Mechanics will receive their training and instructions from formal training courses and their on-the-job training from Supervisors, Shop Foremen (Working), and Classified Mechanics.

APPRENTICE MECHANIC, TRANSFORMER

1. An Apprentice Mechanic, Transformer is an employee selected for an apprentice training period of four (4) years.
2. After such training period an Apprentice Mechanic, Transformer shall thereafter be classified as a Classified Transformer Mechanic.

3. Company shall not employ more than one (1) Apprentice Mechanic, Transformer for each employee in the aggregate job classifications of Classified Transformer Mechanic and Transformer Foreman (Working).
4. Apprentice Mechanics, Transformer will receive their training and instruction from formal training courses and their on-the-job training from Supervisors, Shop Foremen (Working) and Classified Transformer Mechanics.

CONSTRUCTION UTILITYMAN

1. A Construction Utilityman is an employee selected for training through experience for a period of three (3) years.
2. After such training period a Construction Utilityman shall thereafter be classified as a Construction Mechanic.
3. Construction Utilitymen shall be under the direction of and receive their training primarily from Supervisors, Working Foremen and Construction Mechanics.

SPECIAL RULES

1. The job classifications of Construction Utilityman, Construction Mechanic and Classified Mechanic shall include employees whose primary skills are other than electrical skills.
2.
 - (a) Classified Mechanics may be utilized in the field to support maintenance activities performed in substations and switchyards. Such support shall be under the direction and control of an Electrician, Electrician Specialist or Working Foreman. Classified Mechanics shall not be required to perform switching or hold clearances on any electrical equipment within substations or switchyards.
 - (b) The Company and Union agree to establish and maintain a joint committee consisting of two (2) representatives from the Union and two (2) representatives from the Company which will identify training required to safely accomplish the above mentioned field work. This training shall focus on safety, basics of electricity, clearance limits and proper grounding practices, and will be provided to all Classified Mechanics in the Substation Department. Additional basic requirements as identified by this committee will be provided as required.
3. All work for Classified Mechanics, Substation-Denver which is away from the Denver area will be rotated among qualified employees of the appropriate job classifications to balance the distribution of out-of-town work. When out-of-town work is required, employee(s) can volunteer to work the schedule worked in the out-of-town area. If employee(s) do not volunteer for the out-of-town work, the Company and Union will mutually agree upon the conditions of the out-of-town assignment.

4. When a crew of three (3) or more employees consisting of one (1) or more Classified Mechanics and the remainder of a lower classification is assigned to perform a job or jobs, the senior Classified Mechanic shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for all hours worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
5. When a crew of three (3) or more employees consisting of one (1) or more Construction Mechanic and the remainder of a lower classification is assigned to perform a job or jobs, the senior Construction Mechanic shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for all hours worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.

D. SUBSTATION and LINE EQUIPMENT TEST DEPARTMENT

APPRENTICE ELECTRICAL EQUIPMENT TESTER

1. An Apprentice Electrical Equipment Tester is an employee selected for an apprentice training period of four (4) years.
2. After such training period, an Apprentice Electrical Equipment Tester shall thereafter be classified as an Electrical Equipment Tester.
3. Apprentice Electrical Equipment Testers shall be under the direction of and receive their on-the-job training or instruction primarily from Electrical Equipment Testers and supervisors. This training or instruction may be supplemented by other personnel qualified to provide such training.
4. The Company shall not employ more than one (1) Apprentice Electrical Equipment Tester for each employee in the classification of Electrical Equipment Tester.

SPECIAL RULES

1. Dielectric testing and cable fault locating shall be done by not less than two (2) employees, who shall be Electrical Equipment Testers, or one (1) Apprentice Electrical Equipment Tester ^{2nd} year. When a test crew of two (2) employees is not available, then qualified Journeymen of the Line Department may be substituted or in the event one (1) Electrical Equipment Tester is available Journeyman of the Line Department may supplement the Electrical Equipment Tester Classification.
2. When performing testing on substation electrical equipment, and it is not practical to assign two (2) Electrical Equipment Testers to perform said testing, an Electrician, Electrician Specialist or Electrical Working Foreman may be substituted for the second Electrical Equipment Tester or the Apprentice Electrical Equipment Tester 2nd year. Prior to commencing said testing, the Electrical Equipment Tester will provide training on the test equipment and procedures with the Electrician, Electrician Specialist or Electrical Working Foreman.

3. The assignment of clerical or computer duties to the employees in this department will not preclude the Company from assigning those duties to any other employee of the Company.
4. When the supervisor is absent from a crew of four (4) or more Electrical Equipment Testers, the senior Electrical Equipment Tester shall receive a differential in pay of one dollar and ninety-five cents (\$1.95) per hour for all hours worked. On the anniversary dates of this Agreement, this differential pay shall be adjusted at the same percentage rate coincident with any general wage adjustment.
5. Electrical Equipment Testers may take, hold and release electrical clearances in support of their normal Electrical Equipment Tester work assignments.

E. SYSTEM PROTECTION DEPARTMENT

1. The department will consist of three (3) classifications: Senior Technician Specialist, Technician Specialist and Apprentice Technician Specialist.
 - (a) An Apprentice Technician Specialist is an employee selected and classified as such for a training period of four (4) years.
 - (b) After such training period, an Apprentice Technician Specialist shall thereafter be classified as a Technician Specialist.
 - (c) Apprentice Technician Specialist shall be under the direction of and receive their training and instruction primarily from management, Technician Specialist and Senior Technician Specialist.
2. Reporting Headquarters. The permanent reporting headquarters for System Protection Department employee(s) will be Table Mountain, Lookout Center, Greeley Service Center, Southern Substations in Pueblo, System Operations Headquarters in Rifle. The Company will determine the staffing levels for each of the reporting headquarters.
3. Technician Specialist and Senior Technician Specialist classifications may take, hold and release electrical clearances in support of their normal Technician Specialist and Senior Technician Specialist work assignments.

XVI. TRANSPORTATION (FLEET) DEPARTMENTAL RULES

A. BOULDER DIVISION TRANSPORTATION DEPARTMENT

APPRENTICE MECHANIC

1. An Apprentice Fleet Mechanic is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period an Apprentice Fleet Mechanic shall thereafter be classified as a Mechanic.
3. The ratio of Apprentice Fleet Mechanics to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeymen shall include employees in the aggregate job classifications of Journeyman Mechanic and equal or higher classifications covered by this Agreement.
4. Apprentice Fleet Mechanics shall be under the direction of and receive their training and instruction primarily from Supervisors, Working Foremen and Mechanics.

SPECIAL RULE

1. When a Temporary Fleet Mechanic Lead is to be assigned in accordance with Article 19, Section 6, of the Labor Agreement, the assignment will be made to the senior Fleet Mechanic A from the absent Lead's shift, unless it is known two (2) weeks in advance that the assignment will be for five (5) or more consecutive workdays including holidays. In such cases, the senior Fleet Mechanic A at the Boulder Service Center will be assigned as Temporary Fleet Mechanic Lead.

B. MOUNTAIN/NORTHERN/PUEBLO/ SAN LUIS VALLEY/WESTERN DIVISIONS TRANSPORTATION DEPARTMENT

APPRENTICE MECHANIC

1. An Apprentice Fleet Mechanic is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period an Apprentice Fleet Mechanic shall thereafter be classified as a Mechanic.
3. The ratio of Apprentice Fleet Mechanics to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeymen shall include employees in the

aggregate job classifications of Journeyman Mechanic and equal or higher classifications covered by this Agreement.

4. Apprentice Fleet Mechanics shall be under the direction of and receive their training and instruction primarily from Supervisors and Mechanics.

C. TRANSPORTATION DEPARTMENT of DENVER

APPRENTICE MECHANIC

1. An Apprentice Fleet Mechanic is an employee selected and classified as such for an Apprentice training period of four (4) years.
2. After such training period an Apprentice Mechanic shall thereafter be classified as a Mechanic.
3. The ratio of Apprentice Fleet Mechanics to Journeymen shall not exceed one (1) Apprentice for the first Journeyman and one (1) Apprentice for each three (3) additional Journeymen. The term Journeymen shall include employees in the aggregate job classifications of Journeyman Mechanic and equal or higher classifications covered by this Agreement.
4. Apprentice Fleet Mechanics shall be under the direction of and receive their training and instruction primarily from Supervisors, Working Foremen and Mechanics.
5. Shift/Location Preference.

The Transportation Department of Denver (all garage locations in the Denver metropolitan area and Evergreen) is considered one location with separate headquarters for the purpose of Article 16, Section 5A and 5B only. The procedure for filling any shift/location/workday assignment vacancy will be on the basis of department seniority in accordance with Article 15, Section 2. In the case that any location in the Transportation Department of Denver has a realignment in the number of employees, reducing positions in certain areas and possibly creating vacancies in other areas, affected employee or employees will assume bumping rights. The definition of affected employee will be: 1) Any employee affected directly by a reduction in his area, and; 2) Any employee affected directly by the bumping would also be allowed to subsequently bump according to department seniority. Affected employees will be assigned their preferred shift/location/workday per their preference sheet as their department seniority allows. Bumping rights do not go to employees not directly affected by a realignment or subsequently affected, and bumping shall not be allowed to a higher classification in pay or number as outlined on Exhibit A. When a realignment simultaneously creates vacancies and reductions, vacancies will be filled prior to any bumping.

D. ALL TRANSPORTATION DEPARTMENTS

SPECIAL RULES

1. Tool Loan.

Employees entering the classification of Fleet Mechanic C will have the option of obtaining from the Company an interest-free loan in the amount of one thousand dollars (\$1000) to purchase those tools listed on page one (1) of the Transportation Tool List. In the event these employees are promoted to Fleet Mechanic B, they will be eligible for an additional interest-free loan of fourteen hundred dollars (\$1400) to purchase the tools on the second page of the Transportation Tool List. Employees entering the Fleet Mechanic B classification who have not benefited from the above loans shall be eligible for an interest-free loan of twenty-four hundred dollars (\$2400). All Fleet Mechanic B's must have the tools listed on both pages of the Transportation Tool List within six (6) months of entering the classification. All loans shall be repaid via payroll deduction in the amount of twenty five dollars (\$25) each paycheck up to fifty dollars (\$50) per month.

2. Tool Allowance.

Effective December 1, 1996, and payable on October 1st of each year, beginning with 1997, employees in the classifications of Fleet Mechanic Lead, Fleet Mechanic A, and Fleet Mechanic B will be paid an annual tool loss and breakage allowance, effective October 1, 2006, the rate is two hundred forty-nine dollars (\$249). This allowance shall be adjusted each year at the same percentage rate coincident with any general wage adjustment, rounded to the nearest whole dollar. When an employee leaves the aforementioned classifications, the allowance will be paid on a pro-rated basis (based on the period December 1 to November 30). Employees in the classification of Fleet Mechanic C will be paid fifty percent (50%) of the allowance, if they choose to have personal tools on site.

3. Tool Indemnity.

a) The Company will indemnify each employee who is required to own and use the minimum list of tools up to a maximum amount of twenty thousand dollars (\$20,000) or ninety percent (90%) of each loss, whichever is less, in the event all of the following conditions exist:

1. A loss of part or all of the required or specialized tools has occurred and there is evidence that a crime has been committed by theft, or catastrophic damage to the Company facility (including Company vehicle) housing such property.
2. The tools missing are recorded on the annual inspection sheet for either the required basic tool list or have been purchased and identified as specialized tools.

3. The actual loss equals or exceeds the current annual tool allowance for tools including the tool box. No other kind of personal property shall be included. The value of the tools shall be the brand name replacement cost at the time the loss occurs.
 4. The loss is reported immediately by the employee to management. Management will report the loss to the Company's Claims Unit and the local police department. The involved employee will cooperate with Company and police investigations and provide an appropriate written report of the loss.
 5. Prior to the loss, the employee shall have marked all tools and the tool box. All tools while not in use shall be locked in the tool box to be eligible. Any tools stolen while out of the tool box are the owner's responsibility and are not eligible for coverage.
- b) The Company agrees to indemnify the employee as rapidly as possible. In the event of future recovery of any tools or tool boxes for which the Company has indemnified an employee, such property becomes the property of the Company for its use or salvage. All other properties shall be returned to the employee. In addition, the involved employee's rights to pursue other parties as a result of the indemnified loss is subrogated to the Company.
4. Temporary Assignment to Permanent (temporary) Headquarters. Company may temporarily assign Transportation Department employees of one (1) job or worker classification at one (1) permanent headquarters to similar or different job or worker classifications (within the Transportation Department's classifications) at other permanent (temporary) headquarters within the same division or across division lines, as requirements or service demand. Such temporary assignments shall be permitted only to meet abnormal operating conditions and shall not be construed to permit a promotion, demotion or transfer in contravention of the seniority provisions of the Agreement. When such assignment exceeds sixty (60) calendar days (except for vacation relief or prolonged illness) the job being temporarily filled shall be considered a vacancy and subjected to the provisions of Article 16, Section 4, unless the Union and Company agree otherwise. When employees are assigned within the Denver Metropolitan area, or to other headquarters within ten (10) miles of their permanent headquarters, they shall be given at least seven (7) calendar days notice. If such notice is not given they shall be paid one-half (1/2) hour of overtime pay for each day they work at the newly assigned headquarters for a period not to exceed seven (7) calendar days, beginning with the first day they work at the newly assigned permanent (temporary) headquarters. For assignments outside of ten (10) miles, Article 12 (Automobile Allowance), Section 1; and Article 18 (Travel Allowance), Sections 4 and 6, will apply as appropriate to the assignment.
 5. Certifications. Certifications are defined as Automotive Service Excellence (ASE) Automotive, Truck, Alternative Fuel and Advanced Automotive tests, Fluid Power Society (FPS) certification, PSCo Welding certification and each

completed year of PSCo Mechanic Apprenticeship. Scheduling for FPS and Welding certification shall be determined by management. FPS will be offered a minimum of every other year and will continue to be held at the Company's expense. Employees hired subsequent to June 1, 1997, will be required to hold Certifications in addition to the three (3) Basic ASE Tests, (defined as Automotive Brakes, Truck Brakes and Truck Electrical). Fleet Mechanic B's will be required to hold three (3) additional Certifications {total of six (6)} and Fleet Mechanic Leads and A's will be required to hold five (5) additional Certifications {total of eight (8)}.

6. Qualification Differential. Fleet Mechanics will receive a Qualification Differential of a) five cents (\$.05) per hour for each of the three (3) Basic ASE Tests completed and b) ten cents (\$.10) per hour for each Certification completed other than the three (3) Basic Tests. Certifications which apply to Qualification Differential are defined as 1) ASE Automotive, Truck, Alternative Fuel and Advanced Automotive tests; 2) Fluid Power Society certification and 3) PSCo Welding certification. Qualification Differential shall be considered part of the employee's base wage rate, and Certifications once obtained shall be considered a satisfactory demonstration of skill or knowledge and the Differential shall not expire whether or not the Certification is maintained. Qualification Differential will be increased effective the pay period following presentation of evidence that a new Certification has been obtained.
7. ASE Tests. Employees will take ASE tests on their own time and will pay for the tests. Arrangements such as flexible work scheduling will be offered by the Company during weeks containing ASE test dates to accommodate employees wishing to test.
8. Fleet Mechanic C. Fleet Mechanic C job duties will include vehicle servicing, washing, steaming, delivery, fueling and tire work. Job Assignment Upgrades will be paid to Fleet Mechanic C's when operating fuel trucks or when operating heavy truck/trailer combinations (20-38 series towing 61-63 series). JAU will be one dollar (\$1) per hour. Fleet Mechanic C's may be hired without Certifications but will be required to obtain Certifications as outlined in Paragraph 5 to be promoted. Fleet Mechanic C's as of June 1, 1997, who are promoted and later fail to maintain the required number of Certifications for their classification will be grandfathered at Fleet Mechanic C until they obtain the required number of Certifications. Employees hired subsequent to June 1, 1997, who fail to maintain the required number of Certifications for their classification must obtain the required number during the next available ASE testing opportunity or the employee will be given forty-five (45) days to find another job through the normal employment process, including transfer.
9. Fleet Mechanic B. Employees in the Fleet Mechanic B classification as of June 1, 1997, shall, for the time they are Fleet Mechanic B's, be grandfathered at their former wage rate or receive the existing wage for Fleet Mechanic B, whichever is higher. These employees will be given twelve (12) hands-on tests to determine their qualification for Fleet Mechanic A. Satisfactory

completion of four (4) of these tests shall count as one (1) Certification, and upon completion of three (3) of these or successful completion of other Certifications as outlined in Article 20, Section X, Paragraph 5, the Fleet Mechanic B will be reclassified to Fleet Mechanic A. The hands-on tests will come from the jointly-administered testing formerly used in the Transportation Mechanic Apprentice program.

10. Fleet Mechanic A. Employees in the Fleet Mechanic A classification as of January 1, 1999, will be grandfathered at their existing wage rate without having to recertify to maintain their Certifications.
11. Fleet Mechanic Lead. Employees in the Fleet Mechanic Lead classification as of January 1, 1999, will be grandfathered at their existing wage rate without having to recertify to maintain their Certifications. Fleet Mechanic Lead job duties will include all duties of Fleet Mechanic as well as coordinating work flow, helping to diagnose difficult problems, and other duties as assigned, such as paperwork. All Fleet Mechanic Leads will be selected by the joint Advancement Committee as defined in Article 15. Promotions to Fleet Mechanic Lead will be made from a pool of those Fleet Mechanics with a minimum of ten (10) years as PSCo Mechanic, and with a minimum of eight (8) Certifications including the three (3) Basic Tests, and department seniority shall rule as outlined in Article 15. All Fleet Mechanic Leads during their first year in the classification will be guided and evaluated by the Advancement Committee. On a quarterly basis, written evaluations from those working for and with the Fleet Mechanic Lead will be obtained and results shared with the Fleet Mechanic Lead. The Advancement Committee can recommend further training based on these performance evaluations.
12. Work Unit Performance Bonus. A Work Unit Performance Bonus (WPB) program has been established to reward work units or the entire workforce when performance meets or exceeds performance goals. If paid, WPB will be paid at a rate of ten cents (\$.10) per hour for each Fleet Mechanic during 1997 and twelve and one-half cents (\$.125) per hour or other negotiated amount in subsequent years. A joint WPB Committee will set up guidelines for awarding WPB and to address concerns regarding the practice.
13. Staffing of the Fleet Mechanic Line of Flow will be determined by the Company by service needs when employees are to be added or replaced; provided the ratio of Fleet Mechanic A's to Fleet Mechanic B's does not fall below 1:1.
14. Upgrades. Upgrades in the Fleet Transportation classifications shall not be subject to the two (2) hour minimum designated in Article 19, of the Agreement. When a Temporary Fleet Mechanic Lead is to be assigned, the assignment will be made to the senior Fleet Mechanic A from the absent Lead's work unit, unless it is known one (1) week in advance that the assignment will be for ten (10) or more consecutive workdays including holidays, then the senior Fleet Mechanic from the location will be offered the assignment.

XVII. UTILITY SERVICES DEPARTMENTAL RULES

1. The department will consist of three (3) classifications: Lead Utility Worker, Utility Worker B and Utility Worker C.

The divisions for the Utility Services Department are as follows:

Denver (includes Denver, Boulder and Front Range)
Mountain
Northern
High Plains
Pueblo
San Luis Valley
Western

2. The worker classifications will be Day Worker/Scheduled Worker. For these classifications, the Day Worker classification will be modified to allow for start times no earlier than 6:00 a.m. and no later than 10:30 a.m. Start times shall not necessarily be uniform. Start times shall not be modified more than once in any given workweek. The workweek will be five (5) workdays arranged to allow for two (2) consecutive days off, although not necessarily in the same workweek.
3. Due to workload, change of headquarters for Utility Workers who are assigned to another permanent headquarters shall be given two (2) workdays notice of such change. If such notice is not given, they shall be paid one-half (1/2) hour overtime pay for each day they work at the newly assigned headquarters, for a period not to exceed two (2) workdays, beginning with the first day they work at the newly assigned headquarters. Utility Workers shall be selected by qualified volunteers, then reverse order of seniority within the headquarters.
4. Work will be scheduled so that routine construction and maintenance work shall not normally be performed after dark, except for that of inside leak survey or work that is currently done by Street Lighting.
5. Existing employees who elect to become a Utility Worker in the Electric Department-Denver, Boulder, Front Range, High Plains, Mountain, Northern, San Luis Valley and Western in the classifications of Truck Operator Groundman, Groundman, Laborer, Operator Digging Equipment, Street Light Helper or Special Pole Truck Operator will be assigned to the Utility Worker B classification in the Utility Services Department. Existing employees who elect to become a Utility Worker shall receive the wage rate for Utility Worker B or current wage rate, whichever is greater. Those employees who are grandfathered at their current wage rate shall have their wage rate adjusted by any general wage increases. Electric Department-Denver Tool Room Attendant will be assigned to Utility Worker C classification in the Utility Services Department. Existing employees within this classification shall be grandfathered at their current classification pay rate or their

rate based on the Disabled Employee Pay Policy. The affected employees in this department will have first priority for promotion and transfers within their former respective Exhibits A and D. Existing employees electing to go into the Utility Worker classification shall be governed by the new Exhibits A and D.

6. Existing employees who elect to become a Utility Worker in the Gas Department-Denver, Boulder, Front Range, High Plains, Mountain, Northern, Pueblo, San Luis Valley and Western in the classifications of Helper, Laborer, Inside Leak Survey and Facilities Locator will be assigned to the Utility Worker B classification in the Utility Services Department. Existing employees who elect to become a Utility Worker shall receive the wage rate for Utility Worker B or current wage rate, whichever is greater. Those employees who are grandfathered at their current wage rate shall have their wage rate adjusted by any general wage increases. Existing disabled employees within Inside Leak Survey and Facilities Locator shall be grandfathered at their current classification wage rate or their rate based on the Disabled Employee Pay Policy. The affected employees in this department will have first priority for promotion and transfers within their former respective Exhibits A and D. Existing employees electing to go into the Utility Worker classification shall be governed by the new Exhibits A and D.
7. For disabled employees, Article 23, shall apply.
8. However, in cases of conflicts in the provisions throughout the Utility Worker work rules, it is the intent that the Electric Distribution and Gas Distribution Departmental Rules shall take precedence over any other provisions in conflict herewith.

Gas Departments:

Employees in Lead Utility Worker, Utility Worker B and Utility Worker C classifications may work as needed as part of any crew within gas departments. For the purpose of determining upgrades for Journeymen, Lead Utility Workers and Utility Worker B's assigned to a crew will be considered as part of the crew.

Utility Worker C's will not be considered as part of the crew makeup when the job assignment requires the crew to work on live gas.

9. Utility Services Department and Division Training.

The Company and Union agree to establish a Functional Joint Training Committee (FJTC) for the Utility Worker classifications. The FJTC shall be composed of three (3) representatives from the Union and three (3) representatives of management.

Duties:

- (a) Functional Joint Training Committee shall meet from time to time to carry out the duties of the committee.
- (b) To formulate, review, amend and put into operation, a training program

appropriate for the respective Utility Worker job classifications. This program, subject to the approval of the System Supervisory Joint Apprenticeship Committee, shall include:

- (1) A schedule of work experiences and a job rotation plan that give the Utility Workers adequate experience in all phases of the training program.
 - (2) A suitable course and schedule of related technical training for each classification.
 - (3) Appropriate instructions for the various classifications.
- (c) To maintain a system of records that will satisfactorily show the record of each Utility Worker's progress in the training program.
- (d) Subject to appeal to the System Supervisory Joint Apprenticeship Committee:
- (1) To accept or reject employees applying for Lead Utility Worker and Utility Worker B through transfer or promotions.
 - (2) To advance Utility Workers in their programs.
 - (3) To retain Utility Workers in present classifications in a program for further training. To eliminate Utility Workers from Lead Utility Worker and Utility Worker B in training.
- (e) Any matter requiring action that is not resolved by the Functional Joint Training Committee shall be submitted to the System Supervisory Joint Apprenticeship Committee.
- (f) Any matter requiring action that is not resolved by the System Supervisory Joint Apprenticeship Committee may be submitted to the Grievance Procedure by the employee.
- (g) Release of Utility Workers. A Utility Worker in training who does not complete the required training program for any reason shall, upon the effective date of release from the training program, be reduced to their former classification.
- (h) All training for Utility Worker C upgrades will be in Denver, except when requested by local management of a geographical division. In that event, two (2) people from the Functional Joint Training Committee (FJTC), one (1) union representative and one (1) management representative, shall go to the geographic division to complete the associated training on pumping transformers and equipment operation.

10. Training Period.
 - (a) A Lead Utility Worker is an employee selected and classified as such for a training period of three (3) months.
 - (b) A Utility Worker B is an employee selected and classified as such for a training period of one (1) year.
 - (c) A Utility Worker C who elects to train for upgrades shall complete training as determined by the FJTC. (The time it takes to train as equipment operator and to pump transformers shall be set by the FJTC.)
11. Utility Workers shall receive their training and instruction primarily from Supervisors, Working Foremen, Journeymen and Local Service Representatives, or outside trainers as determined by the FJTC.
12. Temporary Assignments and Upgrades.
 - (a) Advancement to Lead Utility Worker and Utility Worker B shall be selected as set forth in Article 16, "Promotions and Demotions," provided the employee has satisfactorily completed the written training program established by the FJTC for a Lead Utility Worker and Utility Worker B. All written training and classroom training outside normal work hours, as required by the FJTC, will be completed on employees' own time. All classroom, On-the-Job-Training (OJT) and courses required by law or the Company, will be completed on Company time. In any event, the training will be in compliance with provisions of the Fair Labor Standards Act.
 - (b) Temporary assignments from Utility Worker C to Utility Worker B shall be by seniority, and as described in Article 19, Section 6 of the Agreement. Temporary assignments may be made only for the purpose of pumping transformers and operating equipment (as described in item 17 of the Utility Worker B Job Duties, page 15).
 - (1) Utility Worker C's who elect to upgrade to Utility Worker B shall be required to complete, and be signed off, by the Functional Joint Training Committee, for the training as set forth for pumping transformers and equipment operation prior to any upgrades being awarded.
 - (2) Within each Gas and Electric Distribution Department such upgrades, when they can be made at the beginning of a workday, shall be made following normal procedures, i.e., voluntary, reverse order of seniority. These normal procedures shall not apply after the beginning of the shift.
 - (3) Utility Worker C's who are upgraded to Utility Worker B shall be paid at the Utility Worker B (in Training) 1 - 6 Months wage rate.

When a Utility Worker B is absent for the full shift and a Utility Worker C is assigned to replace the Utility Worker B, the Utility Worker C shall be paid the upgrade for the full shift. When a Utility Worker B leaves early for any reason and a Utility Worker C is assigned to replace the Utility Worker B, for two (2) hours or longer, the Utility Worker C shall be paid from the point of assignment for the remainder of the shift. Utility Worker C's assigned to operate a forklift for less than two (2) hours shall be paid at their current wage rate.

13. Overtime will be worked by qualified personnel in accordance with their respective overtime rules. Utility Workers who have signed to work on their respective overtime board or list will be allowed to work overtime up to their documented level of training. A separate overtime board or list shall be maintained at the headquarters where the Utility Workers are assigned. Utility Workers will have overtime distributed to them in accordance with Article 7, of the Agreement.
14. Existing employees transferring into the Utility Worker classification who need a Colorado Commercial Driver's License (CDL) will be trained by the Company. The time to take the test and the expense of the test(s) will be bore by the Company for the first test only. Applicants hired from outside the Company will be required to have a CDL as a condition of employment.
15. The Company agrees that prior to a reduction in force of employees in the Gas or Electric Departments, all Utility Workers in those divisions shall be laid off.
16. Not withstanding any other provisions of the Agreement to the contrary, employees who are assigned to the Utility Services Department and Divisions on the initial staffing will take with them their present department and division seniority, and term of employment. Their present department seniority will also become their new department and division seniority.
17. Crew complements are as follows:
 - (a) Gas Distribution Crews (new construction to be energized at time of construction).

One (1) Lead Service-Fitter, one (1) or more Service-Fitters as Company deems appropriate, Apprentices as needed for training purposes, as many Lead Utility Workers, Utility Worker B's and Utility Worker C's as may safely be directed/trained by the Journeyman on the crew, not to exceed six (6) Utility Workers per crew. In instances where only two (2) employees are needed, it will be one (1) Lead Service-Fitter or Service-Fitter and a Utility Worker B.
 - (b) Electric Distribution Crews (new construction to be energized at time of construction).

One (1) Working Foreman, one (1) or more Linemen, as Company deems appropriate, Apprentices as needed for training purposes, as many Utility Worker B's and Utility Worker C's as may safely be directed/trained by the Journeyman on the crew, not to exceed six (6) Utility Workers per crew. In instances where only two (2) employees are needed, it will be one (1) Working Foreman or Lineman and a Utility Worker B.

- (c) Joint Gas and Electric Distribution Crews (new construction to be energized at time of construction or maintenance of existing energized facilities).

Company may maintain crews of three (3) or more employees to install gas and electric residential and small commercial type distribution facilities. Each crew will include a minimum of a Lead Service-Fitter, Foreman, Sub Working Foreman-Electric Distribution, as many Lead Utility Workers, Utility Worker B's and Utility Worker C's as may safely be directed/trained by the Journeyman on the crew, not to exceed six (6) Utility Workers per crew.

The following are minimum requirements for the implementation of such crews:

- (1) Crew members may not perform work which their classification would not normally be qualified to perform.
- (2) Crew Makeup.
 - a) Crew makeup shall follow normal procedures (i.e., voluntary, then reverse order of seniority).
 - b) Journeyman identified on this crew will receive their training under the Training guidelines established by the Joint Trenching Committee. Journeymen who have completed the required training shall be available for assignment to joint crews for a period of one hundred-twenty (120) calendar days.
- (3) Company and Union agree to maintain a Joint Trenching Committee consisting of four (4) members, two (2) from Union and two (2) from management, to study, review and recommend to Company necessary or desired changes concerning any and all aspects of the Joint Trenching Operation.
- (d) Energized Gas Distribution and Electric Distribution Crews (all other). Appropriate Journeyman classifications, Apprentices as needed for training purposes, Utility Worker B's and as many Utility Worker C's as needed.

- (e) Non-energized Gas and Electric Distribution Crews (new construction not energized at time of construction) shall consist of a Lead Utility Worker, no more than four (4) qualified Utility Worker B's and two (2) Utility Worker C's per crew.
- 18. Additional staffing of the Utility Services Department will be completed in accordance with the Labor Agreement and Letter of Understanding #P-94-0144.
- 19. Article 17, Section 6 (Expenses) shall not apply to Utility Worker C's, but shall apply for Apprentices, Lead Utility Workers, Utility Worker B's and Utility Worker B's (in training).
- 20. Release of Apprentices. When a Utility Worker bids on an opening for an apprenticeship in lines of flow where the Utility Services Department is the entry level position as described in Exhibit A of the Collective Bargaining Agreement and when after completing the forty-five (45) day orientation period the apprentice is released from the apprenticeship program the following will apply:
 - (a) The Apprentice will be demoted to the Utility Worker C classification and be prohibited from applying for any apprenticeship for one (1) year from the date of release from the apprenticeship program.
 - (b) Once demoted, the Utility Worker will be permanently prohibited from reapplying for an apprenticeship in the same classification for which they were released.
 - (c) The Utility Worker will not be allowed to sign any job posting within the Utility Services Department that involves a promotion for one (1) year from the date they were released from the apprenticeship and is ineligible for any classification upgrades during this one (1) year period.
 - (d) Upon returning to the Utility Services Department after release from the apprenticeship program, the Utility Worker shall have their former Utility Services Department seniority restored including the forty-five (45) day orientation period.
 - (e) Employees demoted under the terms of paragraph 20 above will be demoted to the Utility Worker C rate of pay in effect upon their return to the Utility Worker C classification. Upon completion of the one (1) year demotion penalty the demoted employee will be (on the beginning of the next pay period following the completion of the one (1) year penalty) returned to the highest Utility Worker B classification previously held.
- 21. Utility Workers will now be permitted to perform work in non-permit required confined spaces for duct and vault projects. The Joint Utility Worker Training Committee will identify all training requirements and submit them to the SSJAC for approval and delivery.

ARTICLE 21
GRIEVANCE PROCEDURE

1. An employee may adjust an alleged grievance with the employee's immediate Supervisor if so desired; however, should such employee elect to submit the alleged grievance for adjustment in accordance with the provisions of this Article, the employee shall be bound by the Grievance Procedure therein.
2. The purpose of this Article is to provide a procedure for prompt, equitable and common sense adjustment of alleged grievances relating to hours, wages or conditions of employment as covered by this Agreement.
3. Shop Stewards. Union may appoint shop stewards as it deems appropriate. Union shall notify management which steward or stewards represent each employee group.
4. Grievance Committees.
 - (a) The Union shall select as may be required to handle Step 2 grievances as hereinafter provided a Union Grievance Committee of three (3) employees or Union officers or staff. Union shall also select as may be required to handle Step 3 grievances, a General Grievance Committee consisting of three (3) representatives from the Union.
 - (b) No more than three (3) employees, including members of the Step 2 Grievance Committee, will be granted excused absence with pay to attend Step 2 grievance hearings, provided they are attending during their regular working hours. Additional witnesses may, by mutual agreement, be excused with pay to attend such hearings provided they are attending during their regular working hours.
 - (c) Any alleged grievances relating to matters covered by this Agreement shall be processed in the following manner:

Step 1:

An alleged grievance shall, within thirty (30) calendar days after the event determining its cause becomes known, be discussed between the appropriate shop steward and/or other Union representatives and the immediate supervisor and/or department head. The aggrieved employee may or may not be present at such discussion. It is the responsibility of the Company and the Union to make every effort to settle the alleged grievance at this step. If the matter cannot be resolved at this step, both parties will state their respective positions in writing on a joint form and at the election of the Union, the matter may be submitted to Step 2 on or before the expiration of twenty (20) calendar days from the date both parties sign the joint form.